

NOTE: Please complete the request form and return it prior to the start of the meeting if you would like to speak during the meeting. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154**

REGULAR COUNCIL MEETING AGENDA

AUGUST 15, 2022

CONTINUED FROM AUGUST 10, 2022

**(Note: This meeting will not be available via
Zoom. In person attendance will be
required.)**

7:00 P.M.

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL

SPECIAL PRESENTATION:

1. Introduction of Circuit Court Judge - Lody Jean
2. Ruth K. Broad Student of the Year - Cameron Mann
3. ~~Presentation of Police Explorer Badges~~

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT

There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

COMMITTEE REPORTS:

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

4.

Consideration and **Approval** to utilize the Sourcewell (Formally NJPA) contract with Enterprise Fleet Management (EFM) for the lease of two (2) new fleet vehicles in the amount of \$13,961.04 annually for five (5) years with a total cost of \$69,805.20, to be utilized by the Public Works Water and Sewer Department. Enclosed is a copy of the proposal and other supporting documents.

5.

Consideration and **Approval** to issue a Request for Proposal (RFP) to replace HyperV Terminal Servers that have reached their End-of-Life (EOL) cycle. Both the BHIPD Network and the Administrative Network will be replaced. Enclosed is a copy of the draft RFP.

6.

Consideration and **Approval** to renew the Mutual Aid Agreement between the City of Aventura and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.

7.

Consideration and **Approval** to utilize the Sourcewell (formally NJPA) contract with ChargePoint for the installation of a dual port Level 2 EV charger in the 95th Street Parking Garage for the amount of \$20,254.00. Enclosed is a copy of the proposal and supporting documents.

8.

Consideration and **Approval** of a revised Interlocal agreement between the Town of Bay Harbor Islands and Miami-Dade County School Board Police Department for placement of a School Board assigned School Resource Officer at Ruth K. Broad, for School Year 2022-2023. Enclosed is a copy of the revised agreement.

9.

Consideration and **Approval** of a Resolution regarding Budget Amendment No. 2 to the FY 2021-2022 Budget. Attached is a copy of the proposed Resolution with supporting documents.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET
AMENDMENT NO. 2 FOR THE FISCAL YEAR 2021/2022
BUDGET; PROVIDING FOR IMPLEMENTATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

10. **Consideration** and **Approval** of a revised Memorandum of Understanding (MOU) in regard to funding for the Town of Bay Harbor Islands appointed School Resource Officer at Ruth K. Broad for School Year 22-23.

STAFF RECOMMENDATION: Approval

POLL VOTE

PUBLIC HEARING - Approximately 7:15 p.m. or as soon thereafter as the matter may be heard.

11. Discussion for the purpose of hearing public comments with respect to an application for a variance from Section 23-12(6)(b)(iii); Section 23-12(8); Section 23-12(6)(v) and Section 23-12(6)(a)(x) of the Town Code to construct a boat dock facility. The application for a variance is being requested by the property owner BH Investment, LLC for the property located at 1135 103 Street, Tract F, Bay Harbor Islands, Florida. Enclosed is a copy of the variance application and other supporting documents.
12. **Approval or Denial** of a variance request for the property located at 1135 103rd Street. In accordance with Section 2-22 of the Town Code, the Town Council shall determine whether to grant or deny the application for a variance. An affirmative vote of five Council Members is necessary in order to grant the variance request. The decision of the Town Council is final. If the request is granted, the decision of the Town Council shall be recorded in a resolution to be prepared by the Town Attorney. It should be noted that any approval of the Town Council is subject to other requirements of the Town Code, Miami Dade County Code, Florida Building Code, FEMA, or any other applicable governing agency.

STAFF RECOMMENDATION: Council's Discretion.

POLL VOTE

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

13. **Consideration** and **Adoption** of an Ordinance on First Reading modifying Section 23-30(f) of Article II of the Town Code modifying the existing code provisions for mechanically stacked vehicle lifts. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY THE EXISTING CODE PROVISIONS GOVERNING OFF-STREET PARKING; MODIFYING SECTION 23-29.1 OF ARTICLE II OF CHAPTER 23 RELATED TO THE TOWN PARKING TRUST; MODIFYING SECTION 23-30(f) OF ARTICLE II OF CHAPTER 23 RELATED TO DETERMINING THE AMOUNT OF PARKING SPACES; MODIFYING THE CODE TO CLARIFY A 2008 TOWN COUNCIL ACTION THAT REASSIGNED THE RESPONSIBILITY TO CONSIDER ALTERNATE PARKING ARRANGEMENTS TO THE PLANNING AND ZONING BOARD (NOW KNOWN AS THE DESIGN REVIEW BOARD); MODIFYING THE EXISTING CODE AS IT RELATES TO MECHANICALLY STACKED VEHICLE LIFTS TO INCLUDE PROVISIONS FOR THE ALLOWABLE LOCATIONS AND SCREENING OF MECHANICALLY STACKED VEHICLE LIFTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion.

POLL VOTE

DEFERRED ITEMS:

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

14. **Discussion** and **Possible** action regarding the appointment of a member to the Litigation Committee.
15. **Consideration** and **Approval** of a Resolution amending Section 23-22.2 of the Town Code to modify the percentage of Town-owned Transfer of Development Right Dwelling Units that may be allocated to each project. Introduced by Council Member Stephanie Bruder. A copy of the draft Resolution is enclosed.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, MODIFYING THE PERCENTAGE OF TOWN-OWNED TRANSFER OF DEVELOPMENT RIGHT DWELLING UNITS THAT MAY BE ALLOCATED TO EACH PROJECT, PURSUANT TO SECTION 23-22.2 OF THE TOWN'S CODE OF ORDINANCES; SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion.

POLL VOTE

DISCUSSION ITEMS:

16. **Consideration** and **Discussion** pertaining to the establishment of an Animal Welfare Committee. This item was submitted by Council Member Yaffe on behalf of a Town resident.
17. **Discussion** and **Possible** action regarding the design and construction of an additional story to the 1165 95th Street Parking Garage. There is a proposal from THA Consulting, who designed the existing garage, for the evaluation, design, and construction administration of an additional story (120 additional parking spaces). The amount of the proposal for the design is \$271,000.00. Enclosed are copies of the Proposal and Existing Contract between THA Consulting and the Miami Parking Authority if the Town decides to piggyback off that contract.
18. **Discussion** and **Possible** actions regarding the Town's Plans for Block 11. Some of the projects in process or being evaluated are reclaiming the 20' platted alleyway, building a parking garage, relocation of the Public Works storage area, and vertical expansion of the Town Hall.
19. **Discussion** and **Possible** action on revising various fees charged by the Town. Additionally, Council Member Yaffe requested a discussion item on the possibility of increasing the fines under Section 12- 26/27 of the Town Code pertaining to construction work before and after permissible hours, and demolition activity prior to issuance of the required permits, as per Section 5-5.1 (d), sponsored by Council Member Yaffe.

ADJOURNMENT: Set for 11:00 p.m. (Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 4.

ITEM: Consideration and Approval to utilize the Sourcewell (Formally NJPA) contract with Enterprise Fleet Management (EFM) for the lease of two (2) new fleet vehicles in the amount of \$13,961.04 annually for five (5) years with a total cost of \$69,805.20, to be utilized by the Public Works Water and Sewer Department. Enclosed is a copy of the proposal and other supporting documents.

DESCRIPTION:

Approval to lease two (2) new vehicles to replace the 1993 sewer truck and an F250 for the Water Department. The new vehicles will be a 2023 Chevy Express 3500 Cutaway Box Truck and a 2023 F250 Service Truck.

Enterprise Fleet Management (EFM) obtained the pricing of these vehicles through Sourcewell, a national buying cooperative, which establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. The Joint Exercise of Powers Law allows members to legally purchase through such contracts without duplicating their own competitive solicitation process and requirements, resulting in a high quality selection of nationally leveraged, competitive contracts. The Town has utilized Sourcewell in the past for the purchase of other services.

Enclosed is the supporting documentation, such as the Sourcewell Contract and the Lease Rate Quotes for the two (2) vehicles.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The two (2) vehicles leased in this item were included as part of the FY 2021-2022 adopted budget.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #s)	Amount Budgeted
New Dog 3500 to Replace #183	08/10/2022	\$52,184.70	402.5350.400063.000		\$56,000

Lease Water Truck #615 (Ford F250 Utility Body)	08/10/2022	\$6,980.52	403.5330.400063.000		\$9,000
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Submitted By: Jose Custodio, Town Engineer
 Maria Lasday, Town Manager

ATTACHMENTS

1.	Enterprise Fleet Contract 030122
2.	Menu Pricing FY2022

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Intentionally omitted.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Intentionally omitted.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

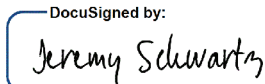
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Enterprise Fleet Management, Inc.

DocuSigned by:

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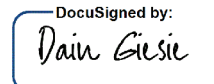
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

5/4/2022 | 9:11 AM CDT

Date: _____

DocuSigned by:

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By: _____

Dain Giesie

Title: Vice President

5/4/2022 | 2:58 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Enterprise Fleet Management, Inc.

Does your company conduct business under any other name? If yes, please state: MO

Address: 600 Corporate Park Dr.
St. Louis, MO 63050

Contact: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

Fax: 314-274-5428

HST#: 43-1697807

Submission Details

Created On: Tuesday February 01, 2022 10:13:18

Submitted On: Tuesday March 01, 2022 16:13:51

Submitted By: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609

Submitter's IP Address: 4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis. In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets. In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings. Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world. Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard...and we reward hard work. Great things happen when we listen...to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open. Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.	*
11	What are your company's expectations in the event of an award?	Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution. It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry. Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.	*
13	What is your US market share for the solutions that you are proposing?	Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.	*

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	- o Alberta Corporate License number: 2116040300 - o Saskatchewan Corporate License number: 101184133 - o Manitoba Corporate License number: 6262881 - o GST number: 82540 4205 RT0001: - o Saskatchewan PST number: 2476059 - o Manitoba PST number: 82540 4205 MC0001	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)	*
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcwell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541	*
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631	*
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams. Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include: Fleet Management Director • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. Fleet Strategy Manager • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days Finance Manager • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. Account Executive • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs Area Sales Manager • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed Client Strategy Manager • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters Account Fleet Coordinator • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory. Vehicle Delivery Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment. This is what we expect from our CD dealers: • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	Call Center Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates. Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week. The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests. Supplier Network Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey. Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions. We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Service Quality index (SQi) is an industry leading metric that is core to Enterprise values. Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Customer Service Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard...and we reward hard work. • Great things happen when we listen...to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.

41	Describe any technological advances that your proposed products or services offer.	Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for. Customer Website – Complete oversight on entire fleet and individual vehicles • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle Annual Client Review – Identify and lower costs • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs Fleet Planning Toolkit – The right vehicles at the right cost • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles Auto Integrate – Minimize downtime • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise Mobile App – Convenience for drivers • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows: Vehicle Cycling/Fleet Optimization Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling. In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points. Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs. Carbon Reporting and Offsets Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program. Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass. TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
- Duty of Care
- Supplier Code of Conduct
- Human Rights
- Safety Recalls
- Workplace Ethics
- Employment and Equal Opportunity
- Founding Values
- Privacy and Safe Harbor
- Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth. Good Faith Plan Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training. Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE) • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition: • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: • Convenience: Card accepted at more than 180,000 U.S. locations • Security: Cards with driver identification issued to the driver assigned to the vehicle • Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: • Review transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: • Safety: Breakthrough accident detection, safer driving behavior, in-	

vehicle driver coaching

- Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs
- Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- Compliance: Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- Sourcewell can set up and send automatic service reminders through Enterprise's website

Maintenance Management

With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.

Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQI feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include: • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Payment Terms Payment terms are Net 30. Payment Enterprise offers several payment options to our clients: • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank
56	Describe any leasing or financing options available for use by educational or governmental entities.	Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs. Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance. • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. Open-Ended Lease Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by: • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow. The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application. Lease Terms Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond. Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment. Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs. We have uploaded our pricing materials as instructed.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcwell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed. For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00	*
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.	*
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.	*
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is \$125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including: • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition. As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes: • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle: • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Item	Category	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	☒ Yes ☐ No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	☒ Yes ☐ No	Through our Fleet Management programs we are able to offer all of these services.
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	☒ Yes ☐ No	Through our Fleet Management programs we are able to offer all of these services.
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	☒ Yes ☐ No	Through our Fleet Management programs we are able to offer all of these services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	☒	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	☒	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	☒	1

Town of Bay Harbor Islands

Fleet Menu Pricing

Class	Year	Make & Model	Description	Aftermarket Included	Enterprise Delivered Price Including Aftermarket	Gain from Prior Unit	Amount Financed	Monthly Payment			Annual Payment	Quantity	Initial	Total Annual Payment
								Lease Payment	Monthly Full Maintenance	Total Monthly Payment				
Box Truck	2023	Chevy Express 3500 Cutaway	Work Van Chassis	16ft Box with Walk Up Ramp	\$52,184.70	\$7,500.00	\$44,834.70	\$865.37	\$0.00	\$581.71	\$6,980.52	1		\$6,980.52
Service Body Truck	2023	Ford F250	XL 4x2 Regular Cab	Service Body	\$45,530.84	\$18,000.00	\$27,530.84	\$523.85	\$57.86	\$581.71	\$6,980.52	1		\$6,980.52
														\$13,961.04

All Lease Payments based are 60-month Term with 10,000 miles annually to residual book value or RBV

Full Maintenance option includes all scheduled and non-preventive services and repairs over term excluding tires and brakes.

ALL TAX (if applicable) AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Bay Harbor Islands

BY: _____ TITLE: _____ DATE: _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
 1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
 2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
 3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 5.

ITEM: Consideration and Approval to issue a Request for Proposal (RFP) to replace HyperV Terminal Servers that have reached their End-of-Life (EOL) cycle. Both the BHIPD Network and the Administrative Network will be replaced. Enclosed is a copy of the draft RFP.

DESCRIPTION:

The Town is requesting proposals for the replacement of its HyperV Terminal Servers of the network for the BHIPD network and the administrative network. The scope will include providing and delivering, and installation of all necessary equipment; as well as implementing and configuring the new network with all components, while maintaining the functionality of the systems with minimal disruptions.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

“As detailed in Item 9 on the agenda, Staff is proposing a budget amendment to include \$234,722 of the American Rescue Plan Act funds. The budget amendment also includes, in part, expenditures for the Town’s administrative and the Town’s Police Department’s Virtual servers. They were budgeted at \$26,000 each in the capital improvements request for FY 2022-2023 and FY 2023-2024.

We would recommend advancing these projects to this year via the budget amendment and budgeting \$52,000 in the IT Department’s Fiscal Year 2021-2022 budget. The amendment would additionally provide \$106,722 of available funds between IT and Public Works departments for capital projects.”

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Replace HyperV Terminal Servers	07/27/2022	\$0.00	001.5135.400064.000		\$75,000

Submitted By: Roberto Gonzalez, I.S. Manager
 Maria Lasday, Town Manager

ATTACHMENTS

1.	RFP Package - Municipal WIFI Project
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REQUEST FOR PROPOSALS
RFP NO. BHI 2022-002

BHI HyperV Servers Replacement Project

1. INTRODUCTION

The Town of Bay Harbor Islands (“Town”) is seeking proposals from qualified respondents interested in providing the services as described in this Request for Proposals (“RFP”). The primary purpose of the HyperV Replacement Project to provide new equipment to the Town’s admin network and the BHIPD network that have reached their End-of-Life (EOL) cycle.

The Town of Bay Harbor Islands is a vibrant, affluent community of approximately 6,000 residents located on two islands in northern Biscayne Bay. The Town connects to the barrier island at Bal Harbour Village and the Town of Surfside to the east, and the mainland city of North Miami at 125th Street by a series of 4 bridges maintained by the Town of Bay Harbor Islands. The Town employs approximately 60 civilian employees and 23 police officers.

2. PROPOSALS DUE DATE

All Bids must be received at the Office of the Town Clerk, Town of Bay Harbor Islands, at 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, in a sealed package labeled “RFP No. 2022-002” on or before Wednesday, September 9, 2022, at which time they will be publicly opened and read aloud.

3. CONTACT

Direct questions regarding this RFP to the Town’s IT Director, Roberto Gonzalez, at rgonzalez@bayharborislands-fl.gov . Questions will be shared with prospective bidders via addenda.

4. PROJECT’S PURPOSE

The Request for Proposals (RFP) aims to solicit bid from various companies, conduct and evaluate, and select the best company to serve the Town’s needs.

5. PROJECT DESCRIPTION

The Town is requesting proposals for the replacement of its HyperV Terminal Servers of the network for the BHIPD network and the administrative network. The scope will include providing delivering and installation of all necessary equipment as well as implementing and configuring the new network with all components, while maintaining the functionality of the systems with minimal disruptions.

6. HARDWARE REQUIREMENTS

2 x Virtual Server Hosts x 2

- Dell PowerEdge R640
- 2x Intel Gold 5118 2.30Ghz 12-Core CPU's
- 128GB DDR4 PC4-2666v Memory
- PERC H740p RAID Controller w/ 8GB NV Cache & Battery
- 2x 146GB 15K RPM SAS 12Gbps Hot Swap Drives
- Broadcom 5720 Quad Port 1Gb NDC
- 3x PCI-E 3.0 Slots
- Redundant Power Supplies
- iDRAC9 Express
- Rail Kit, Front Bezel & 2x Power Cords
- 3 Year NBD Parts Replacement Warranty

1 x Dell EqualLogic PS6110X 24x 900GB 10K SAS 2.5" SFF PS6110 ISCSI
10gbe - 21.6TB

- Dell EqualLogic PS6110X
- 24x 2.5" SFF Hard Drive Option
- 24x 900GB 10K SAS 2.5" SAS SFF Dell Original
- 2x Type 14 10gbe Controllers
- 1 x 10GB RJ45 Port and 1 x 10GB SFP+ and 1x Management Port
- 2x 700W Power Supplies
- Rail Kit Included
- Front Bezel Included
- 2x Power Cords, & 1x Console Cable
- 2 Year NBD Parts Replacement Warranty

7. SCOPE OF WORK

The scope of this project will include delivery and installation of networking equipment.

The selected bidder will be responsible for committing to timeframes and schedules based on deadlines that will be established.

Contract terms and conditions will be negotiated upon the selection of the winning bid.

8. PROFESSIONAL QUALIFICATION:

Sealed Bids must be received by the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, by 2:00 PM, September 9th, 2022, at which time bids will be publicly opened and read aloud. Bids need to be clearly marked “HyperV Replacement Project” and must be sealed.

9. INSURANCE AND OTHER REQUIREMENTS:

Proof of Professional Liability insurance includes coverage for both Hardware and software copyright infringement.

The selected company would be required to obtain the necessary Building Permit from the Town’s Building Department.

10. ORGANIZATION OF THE PROPOSAL

Budget

All proposals must include the proposed cost to complete the task described in the project’s scope. All charges must be itemized to include an explanation of all fees and expenses.

Timeline

The project’s timeline will be discussed in more detail when the bid is awarded.

Describe the workflow and process that will be followed to accomplish the Scope of Work described herein.

11. EVALUATION

Staff will review the submittals and select the proposal that is in the best interest of the Town.

12. LIMITATIONS

All reports and pertinent data or materials shall be the sole property of the Town of Bay Harbor Islands and may not be used or reproduced in any form without the explicit written permission of the Town.

The Town reserves the right to extend the time allotted for the proposal to examine verbally the bidder in person, and to request a best and final offer, should the Town deem that it is in its best interest to do so.

This Request for Proposals does not commit the Town to award a contract, or to pay any costs incurred in the preparation of the proposal. The Town reserves the right change the times or dates for proposal, to accept or reject any or all proposals received as a result of this RFP, to waive informalities, to re-advertise for bids, to negotiate with any qualified consultant, or to cancel this request in part or in its entirety; or to take any other actions that may be deemed in the best interests of the Town. The Town may require the selected Consultant to participate in negotiations and to submit such technical, price, or other revisions to their proposal as may result from negotiations.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 2-1.4 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation including, but not limited to, a particular Request for Proposals ("RFP") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town Council Members, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee.

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 6.

ITEM: Consideration and Approval to renew the Mutual Aid Agreement between the City of Aventura and the Town of Bay Harbor Islands Police Department. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The Mutual Aid Agreement provides for rendering of assistance for routine and law enforcement intensive situations between both agencies. This Mutual Aid Agreement combines the elements of a Voluntary Cooperation Agreement and a requested Operational Assistance Agreement as described in Chapter 23 Florida Statutes. Both the MOU and Joint Declaration are attached.

RECOMMENDED ACTION:

Accept/Approve

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Analily Perez, Administrative Coordinator
 Raul Diaz, Chief of Police

ATTACHMENTS

1.	2022 BHI -- AVENTURA PD MOU
2.	JOINT DECLARATION Aventura

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT BETWEEN
THE CITY OF AVENTURA
AND THE TOWN OF BAY HARBOR ISLANDS**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Agreement") is made as of this _____ day of August 2022, by and between the CITY OF AVENTURA, FLORIDA, a Florida municipal corporation, having its principal office at 19200 W County Club Dr, Aventura, FL 33180, and the TOWN OF BAY HARBOR ISLANDS, FLORIDA, a Florida municipal corporation having its principal office at 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, and states as follows:

WHEREAS, it is the responsibility of the governments of the City of Aventura, Florida and the Town of Bay Harbor Islands, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment of facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that the City of Aventura, subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement

2. **Description:** Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. **Definitions:**
 - a) **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. The Joint Declaration between the City of Aventura and the Town of Bay Harbor Islands is attached hereto as Exhibit "A" and is hereby incorporated by reference. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations, subject to the approval of the legal counsel of their respective political subdivisions and filed with the Clerks of the respective political subdivisions.

- b) **Agency or participating law enforcement agency:** Either the City of Aventura Police Department or the Town of Bay Harbor Islands Police Department.
- c) **Agency head:** Either the Chief of the City of Aventura Police Department, or the Chief's designees; and the Chief of Police of the Town of Bay Harbor Islands Police Department, or the Chief's designees.
- d) **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation, his available resources and will respond in a manner deemed appropriate.
- b) The aforesaid law enforcement agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:
 - 1 Joint multi-jurisdictional criminal investigations.
 - 2 Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
 - 3 Any natural, technological or manmade disaster.

- 4 Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
- 5 Terrorist activities including, but not limited to, acts of sabotage.
- 6 Escapes from, or disturbances within, prisoner processing facilities.
- 7 Hostage and barricaded subject situations, and aircraft piracy.
- 8 Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
- 9 Enemy attack.
- 10 Transportation of evidence requiring security.
- 11 Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- 12 Security and escort duties for dignitaries.
- 13 Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
- 14 Emergency situations in which one agency cannot perform its functional objective.
- 15 Joint training in areas of mutual need.
- 16 Joint multi-jurisdictional marine interdiction operations.

17 Off-duty special events.

DUI Checkpoints.

- c) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- d) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- a) All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities

pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

- c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- d) All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- e) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from its governing body having budgetary jurisdiction, to reimburse the assisting agency for any actual costs of expenses incurred by the assisting agency performing hereunder.
- f) The resources or facilities that are assigned shall be under the immediate command of a supervising officer designated by the assisting party. Such

supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

- g) In accordance with Section 23.127(1), Florida Statutes, whenever the employees of the responding agencies are rendering aid outside their jurisdiction pursuant to this agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the municipality in which they are normally employed or appointed.
- h) Should either of the participating municipal police departments receive reimbursement for expenditures from a third party for a mutual aid event covered by this Agreement, the other participating municipal police department shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- i) **Liability:** Each Agency engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Agency's own law enforcement officers while such law enforcement officers are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by either party. This provision shall not impair or preclude reimbursement of cost by the requesting law enforcement agency. All of the privileges and immunity from liability, exemptions from laws, ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other

benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective function within the territorial limits of their respective public agencies shall apply to them in the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Mutual Aid Agreement. This section shall apply with equal effect to paid, volunteer, and auxiliary employees.

6. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The municipality in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have priority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Agreement, but may allow the other municipality to prosecute the forfeiture with the written authorization of the legal counsel for each municipality. Upon a successful forfeiture prosecution, the forfeiting agency shall share the proceeds with the assisting agency in an amount commensurate with that agency's level of participation. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
7. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes. Whenever an officer is rendering assistance pursuant to this Mutual Aid Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If

any such rule, regulation, personnel policy general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

8. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a mutual aid event as it may pertain to this Agreement, the Chief of Police or his/her designee of the agency receiving the complaint shall be responsible for the documentation of said complaint to ascertain at a minimum:
 - a. The identity of the complainant.
 - b. An address where the complaining party can be contacted.
 - c. The specific allegation
 - d. The identity of the employees accused without regard as to agency affiliation. If it is determined that the accused is an employee of the other participating agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the subject employee's agency for administrative review. The receiving agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including August 1, 2027. Under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty-(60) day's written notice to the other party.

AGREED AND ACKNOWLEDGED this _____ day of _____, 2022

Ron Wasson

City Manager

City of Aventura, Florida

Date: _____

Maria Lasday

Town Manager

Town of Bay Harbor Islands, Florida

Date: _____

ATTEST:

ATTEST:

Ellisa L. Horvarth, MMC

City Clerk

City of Aventura, Florida

Date: _____

Yvonne P. Hamilton

Town Clerk

Town of Bay Harbor Islands, Florida

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman

City Attorney

City of Aventura, Florida

Date: _____

Joseph S. Geller, ESQ.

Town Attorney

Town of Bay Harbor Islands, Florida

Date: _____

JOINT DECLARATION OF
THE CHIEF OF THE TOWN OF
BAY HARBOR ISLANDS POLICE DEPARTMENT

THE CHIEF OF AVENTURA
POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of the Mutual Aid Agreement, heretofore entered into by the Town of Bay Harbor Islands and the City of Aventura Police Department, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and, crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing persons calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.

City of Aventura

Town of Bay Harbor Islands

Ron Wasson
City Manager
City of Aventura

Maria Lasday
Town Manager
Town of Bay Harbor Islands

Date

Date

Michael Bentolila
Chief of Police
City of Aventura

Raul Diaz
Chief of Police
Town of Bay Harbor Islands

Date

Date

ATTEST:

Ellisa L. Horvarth, MMC
City Clerk
City of Aventura

Yvonne P. Hamilton
Town Clerk
Town of Bay Harbor Islands

Date

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman
City Attorney
City of Aventura

Joseph Geller
Town Attorney
Town of Bay Harbor Islands

Date

Date

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 7.

ITEM: Consideration and Approval to utilize the Sourcewell (formally NJPA) contract with ChargePoint for the installation of a dual port Level 2 EV charger in the 95th Street Parking Garage for the amount of \$20,254.00. Enclosed is a copy of the proposal and supporting documents.

DESCRIPTION:

As part of the FY21-22 budget hearings, residents requested the Town for additional Electric Vehicles (EV) charging stations, given the substantial increase in the demand of these vehicles. Currently, the Town has only one (1) charger that is not capable of supplying the existing and projected demand. In addition, the existing agreement with this supplier signed in 2012 is an Exclusive Agreement that does not allow the Town to install chargers from other vendors on the Island. Also, the rate charged by this EV system (40 cents/KW) is higher when compared with other suppliers. The Town cannot change the rates charged by the existing charger, since no upfront cost was required by the Town. This Agreement is supposed to be renewed automatically in November 2022. The Town sent a notice of termination to the supplier to be effective in November 2022.

The proposal by ChargePoint, is for the installation of a dual port (providing 2 chargers) on the 95th Street Garage. The proposed chargers are ChargePoint which is one of the most common brands in the market and in South Florida. The Town will be the owner of the chargers, and ChargePoint will provide maintenance for the first five (5) years with the option to extend. The advantage of owning the equipment is that the Town will have total control of the rate, and 100% of the revenues will be for the Town.

Enclosed are the supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

For FY21-22, \$20,000 were budgeted for Electrical Charging Stations in the Causeway Fund. In addition, \$300,000 were budgeted for Alternative Energy Improvements.

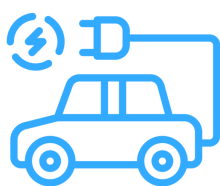
BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Electric Vehicle Charging Stations	08/10/2022	\$20,254	401.5415.400063.000		\$20,000

Submitted By: Jose Custodio, Town Engineer
 Maria Lasday, Town Manager

ATTACHMENTS

1.	ChargePoint CT4000 - Bay Harbor Islands
2.	ChargePoint Contract 042221



EVUnited

Charge Forward

CT4000 Dual Port Charger for Town of Bay Harbor Parking Garage
provided with Sourcewell



Delivered on
July 27, 2022

Submitted by
Kathy Richardson

Overview

EV adoption continues to increase year over year (YoY), with expected growth in the U.S. to continue to increase at a compound annual growth rate of 20%+ over the next decade. Globally, per Deloitte Insights, Total EV sales are projected to grow from 2.5 million in 2020 to 11.2 million in 2025, then reaching 31.1 million by 2030. As of January 2020, global automakers have pledged over \$300 billion in spending on electrification.

The need for EV Charging Infrastructure across the United States, is in high demand, and very much needed, presenting an opportunity for you to contribute to a sustainable future and invest in EV charging.

Offer Smart Networked EV Charging. Hassle-Free for You. Premium Experience for Your Guests.

- Track energy usage, costs, and revenue
- Create the best pricing policy for guests (bill for charging or offer complimentary)
- Offer a superior guest experience with Reservations and Wait-list
- Generate environmental reports and analytics

25% of Vehicles Sold
Will Be Electric by 2025



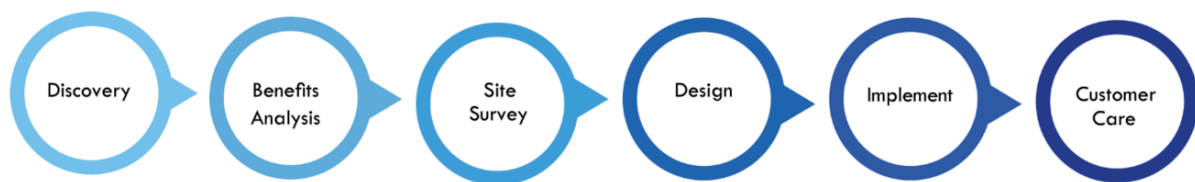
Our objective is to build on your considerable brand, strengths and sustainability initiatives, as to ensure that your organization continues to be a leader in your industry.

Sincerely,

KATHY RICHARDSON,
VICE PRESIDENT
EVUNITED

About Us

EVUnited excels in designing and recommending Electrical Vehicle Charging ("EVSE") solutions for both the residential and commercial industry sectors, inclusive of providing site surveys, design recommendations, implementation and support of EV charging stations. We pride ourselves on identifying and understanding your charging requirements, inclusive of helping you take advantage of available rebates, tax credits, grants or other financing options that may be available to you.



EVUnited provides custom charging solutions for Healthcare, Retail, Manufacturing, Insurance, Automotive, Financial/Banks, Higher-Education and other industry vertical markets. Our Services include providing certified installation of EV Charging stations for both residential and commercial applications.

 Apartments and Condos
+ [Apartments](#)
+ [Condos](#)

 Fleet
+ [Public Sector](#)
+ [Commercial](#)
+ [Transit](#)

 New Construction
+ [Pre-Construction and Design](#)
+ [Bidding and Buyout](#)
+ [Build and Install](#)

 [Cities and Towns](#)

 [Education](#)

 [Entertainment and Stadiums](#)

 [Federal and State Agencies](#)

 [Healthcare](#)

 [Hospitality](#)

 [Parking Operators](#)

 [Retail](#)

 [Utilities](#)

 [Workplace](#)

Proposal Benefits

Based on our understanding for your charging requirements, EVunited recommends the following solution, featuring the following benefits to your organization.

Benefits

Provide EV charging for Plug-in Hybrid vehicles and Electric Vehicles

Promote / Advertise your location on the EV Driver App / Network, so that EV Drivers may easily locate your site

Billing Policy - establish a billing policy and charge EV Drivers for usage, or offer complementary charging, or both. You have the flexibility to setup a billing policy, as you deem appropriate

Reliability of 24/7 monitoring provides charging stability and driver confidence

Evaluate reporting to determine energy usage and ROI

Your EV charging investment is protected with warranty and maintenance

Establish and exceed sustainability goals.

Our Approach

Discovering your EV charging needs.

EVunited's experienced team leads you through the entire process, from site evaluation and installation preparation to EV charging equipment and model recommendations.

Designing your customized EV solution.

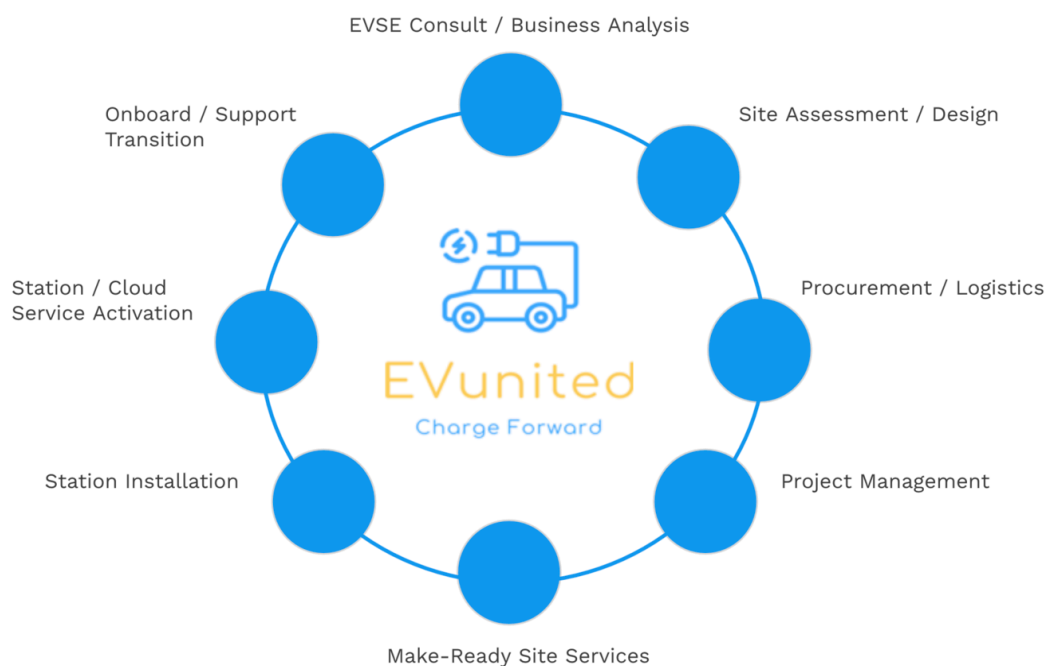
Our team designs a customized solution and implementation plan to meet your objectives within the timeframe required. We work closely with your project lead and management team to make sure the plan is a good fit with realistic objectives and outcomes.

Implementing your EV solution.

We stay with you every step of the way while your solution is rolling out, guiding implementation and oversight to ensure project success.

Support of your Investment - EV Care.

Once your EV stations are operational, we'll keep them safe and effective with our warranty services and repairs and regular maintenance and testing.



Meet Our Team



Rosemary Colten

BUSINESS DEVELOPMENT ASSOCIATE



Kathy Richardson

VICE PRESIDENT - OPERATIONS



Your Investment - Level 2 Chargers

EVUNITED PROVIDES THE FOLLOWING ESTIMATE BASED ON THE PROJECT SUMMARY PROVIDED:

Item/Description	Unit Price	Qty	Ext Price
CT4021-GW1 Dual Output, Gateway Option USA, Bollard Unit - 208/240V @30A w/Cord Management *Pricing provided through Sourcewell Contract	\$7,352	1	\$7,352
CPCLD-COMMERCIAL-5 ChargePoint Commercial Cloud Service Plan 5 Year Pre-Paid, per port	\$1,385	2	\$2,770
CT4000-ASSURE5 5 years of Assure Coverage - Parts/Labor Onsite, includes station management, remote monitoring of station and proactive repair dispatch. Pre-Paid, per station	\$2,620	1	\$2,620
☒ EV-SIGN <i>Optional - (uncheck if you do not wish to order)</i> Electric Vehicle Parking Only Signage, includes pole, sign and shipping.	\$450	2	\$900
☒ CP-CT4K-CUSTOMPANEL <i>Optional - (uncheck if you do not wish to order)</i> <i>Custom colored panels / branding of CT4000 charger with customer provided logo.</i>	\$365	1	\$365
EV-STENCIL <i>Optional (uncheck if you do not wish to order)</i> <i>-Stencil of parking spot, price is per spot. If ADA striping is needed, this counts as an additional spot to be painted.</i>	\$395	2	\$790

Item/Description	Unit Price	Qty	Ext Price
EV-INSTALL <i>Make-Ready Construction, Site Validation, EVC Installation Services, (Please reference statement of work for detail). A site assessment may be necessary, and required to confirm final scope and pricing.</i>	\$4,558	1	\$4,558
EV-Ship <i>Ground Shipping, Handling & Logistics Fee, per station</i>	\$899	1	\$899
CPSUPPORT-ACTIVE Station activation and configurations service including activation of cloud services and configuration of groups, connections, controls.	\$0	1	\$0
CPSUPPORT-VALID On-site validation that installation has been performed per Chargepoint published requirements.	\$0	1	\$0
Total			\$20,254

Finance your Purchase

EVunited offers financing for EVSE projects, including partial funding of the project, if desired. You will be the "owner" of the equipment, allowing you to take advantage of any applicable tax credits or rebates that you may be eligible for. The following financing options should be considered budgetary, subject to final credit approval.

Term / Duration	Monthly Amount
36	\$0,000.00
60	\$0,000.00

Terms & Conditions

Payment Terms: Net 30

Milestone Billing: 100% of Equipment (Hardware/Maintenance/Cloud/Software) to be invoiced upfront, 50% of Installation Services to be invoiced upfront, 50% of Installation Services to be invoiced upon project completion.

Order is an unconditional offer by EVunited to sell the Buyer materials and/or services including the following terms and conditions. All information contained in this Sales Order should be considered strictly confidential. Financing or Leasing of the proposed EV charging solution is subject to credit approval. Shipping and Handling charges are not included unless explicitly quoted, subject to change depending on shipping carrier and method selected.

1) Cancellation of Order: Once an order is placed with and accepted by EVunited, the order cannot be cancelled, unless EVunited consents in writing. If consent is granted by EVunited and an order is cancelled, Buyer shall reimburse EVunited for any cost it incurs as a result of such cancellation, including but not limited to a 20% restocking fee. 2) Return of Equipment: Equipment is not returnable without the written consent of EVunited. Equipment return requests should not be assumed and may not be granted, subject to equipment manufacturer return policies. Requests for permission to return equipment must be made within (5) five days after receipt of shipment. Only equipment or items in their original cartons, unopened, in original standard packaging will be considered for return, subject to manufacturer return policies. All unauthorized returns will be sent back to Buyer at Buyer's expense. Return shipments must be pre-paid and shipped in accordance with the instructions set forth and provided by EVunited. Buyer is responsible for all shipping and handling costs associated with the return, and required to purchase applicable freight insurance. A credit will be issued by EVunited and placed Buyer's account with EVunited, less a 20% restocking fee and any applicable shipping costs and logistics fees incurred by EVunited. All returns are subject to a final inspection by EVunited. 3) All applicable taxes, fees and other similar charges will be assessed on this Sales Order based upon the final installation location. Customer will be responsible for all applicable taxes, fees and other similar charges unless Customer is exempt and provides EVunited with the necessary supporting documentation prior to shipment. 4) Payment of materials and services, plus applicable taxes, will be due and payable as herein above with a prorated charge of two percent (2%) per month for any late payment received by EVunited that is more than ten (10) days after the invoice due date, for each month outstanding until paid, beginning with the due date of the invoice. 5) In the event the payment defaults, Buyer will be responsible for all costs of collection, including court costs, filing fees, and reasonable attorneys' fees. 6) Buyer will reimburse EVunited for all reasonable business expenses including, without limitation, travel and out-of-pocket expenses, incurred by EVunited in connection with the services, if any, which amount will be due and payable thirty (30) days from the date of EVunited invoice, or as denoted and agreed upon on the order. Buyer will reimburse and indemnify EVunited for all applicable taxes, fees, levies, imposts, duties, or other charges imposed by the taxing authorities, excluding taxes on EVunited's net income.

7) Risk of loss will pass to Buyer upon shipment. Title to the materials (excluding software) will vest in Buyer free and clear of all liens or other encumbrances upon shipment, subject only to EVunited's purchase money security interest until full payment is received. 8) All new materials quoted are subject to the policies of the manufacturer, including, without limitation, cancellation and return policies and any requirements for applicable software licenses. Buyer will have the benefit of all applicable manufacturer warranties and indemnities. All used materials are sold 'As-Is' without warranty unless otherwise specified in this Sales Order. All used materials may contain parts manufactured, altered, and/or repaired by a party other than the original manufacturer and may not be eligible for manufacturer's maintenance. EVunited warrants that any services provided by EVunited hereunder will be performed in accordance with generally accepted professional standards. EVunited makes no other warranties, express or implied, as to the materials or services provided hereunder, including without limitation, implied warranties of merchantability, fitness for a particular purpose, or warranty of non - infringement. 9) EVunited and Customer will not solicit for hire either parties employees whether employees or independent contractors, other than through general advertisements for employment, for a period of one (1) year from the last date of direct work by such employee in activities related to an Order. 10) EVunited liability under this Sales order will be limited to the amounts paid by Buyer for the materials or services giving rise to the claim. Neither party will be liable for (i) any failure or delay in delivery or accepting delivery of the materials or services due to a cause beyond such party's reasonable control, and (ii) special, incidental, indirect, or consequential damages even if advised of the possibility of such damages 11) The terms and conditions in this Sales Order will control and the laws of Ohio will govern this transaction unless Buyer and EVunited have entered into a separate agreement governing the provision of materials and/or services, then the terms of such separate agreement will control. 12) Any purchase order issued by Buyer will be for administrative purposes only. Any additional or different terms and conditions contained in any purchase order are null and void and are superseded by this Sales Order, and EVunited hereby gives notice of its objective of any such additional terms. 13) Any action taken by Buyer in response to this Sales Order will be deemed acceptance of this Sales Order and its terms and conditions. This Sales Order may not be modified or amended except in writing and signed by both parties. A Sales Order may also be referred to as a quote, sales quote, sales quotation or proposal. 14) In the event that Buyer procures certain EVunited branded maintenance, support or managed care service, the terms and conditions of this Sales Order will be considered the agreement for purposes of any attached addenda or attachments which describe the above referenced services, and Buyer agrees to the terms and conditions provided in such addenda or attachments as well as the terms and conditions in this Sales Order. 15) Service Cancellation Notice / Reschedule of Service Request - any requests to cancel or reschedule an installation or services engagement must be requested by Customer in writing within 48 hours of the scheduled installation or service date by notifying (operations@evunited.com). If notification to reschedule, postpone or cancel a service is not provided within this timeframe, Customer agrees to pay a cancelation penalty or rescheduling penalty equal to the greater of 2.5% of the installation services price or \$150.00.

Buyer acknowledges that by signing this proposal, or by issuance of a purchase order to EVunited, that Buyer will be invoiced in the full amount, excluding any estimated or projected rebate, grants or tax line item amounts. EVunited makes no guarantees regarding any estimated grant funding, rebates or tax credits referenced or disclosed stated herein, as any funding applied for and ultimately granted is a direct contractual agreement between the Buyer / Customer and any 3rd party grant funding entities.

Statement of Work

The site preparation, applicable permits, make ready, electrical evaluation and physical charging station equipment install is assumed to be completed by Customer preferred electrician, unless otherwise denoted below. EVunited will verify that the make ready services are complete and site is ready for the charging station(s) to be installed by Customer preferred electrician. EVunited will perform the final charging station activation and connect to network.

Following is the scope of services to be performed and associated with this project.

EVunited's Responsibilities:

- Provide Equipment listed above.
- EVunited to perform final activation and validation of EV charging stations.
- EV parking spot signage has been quoted and included in our proposal
- EV custom panels (with your logo and color preference) have been quoted and included in our proposal
- Labor and materials included to remove one (1) existing Blink electric vehicle (EV) charger and install one (1) wall mount CT4023 EV charger (provided by others).
- Labor and materials included to provide and install strut rack to mount CT4023 per manufacturer's specification.
- Remove and replace one (1) 60-amp 2-pole breaker with one (1) 40-amp 2-pole breaker to feed new CT4000 at powershare.

Customer Responsibilities:

- Provide a dedicated point of contact for duration of project
- Repairs to existing systems outside the scope of this project
- Existing Blink EV charger to be turned over to the owner.
- Two technicians have been included within this proposal to remove and install breakers for project due to panel being live.
- Provide and install protective bollards to protect the charging stations (if needed)
- Responsible for any applicable costs associated with engineered drawings, permitting or associated fees

Note:

Any changes in project scope will be presented and addressed in the form of a change order, requiring review and signature by the customer. Work is assumed to be performed during standard business hours, M-F. Due to the current volatility of commodities, this proposal is valid for thirty-days from date of proposal.

Signature

Please read the terms and conditions on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.

If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.

1. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
2. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
3. If you'd like to speak to us by phone, don't hesitate to call.



SIGNATURE

Kathy Richardson

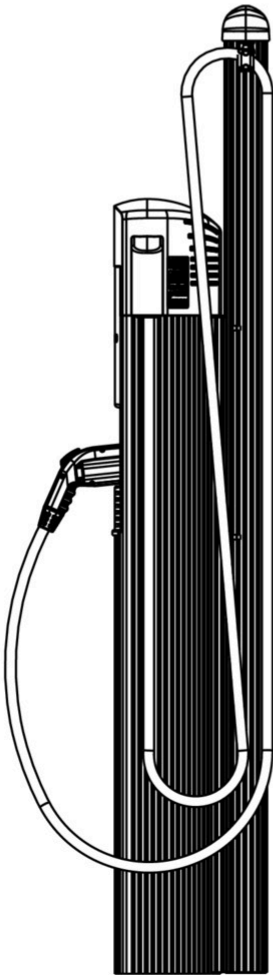
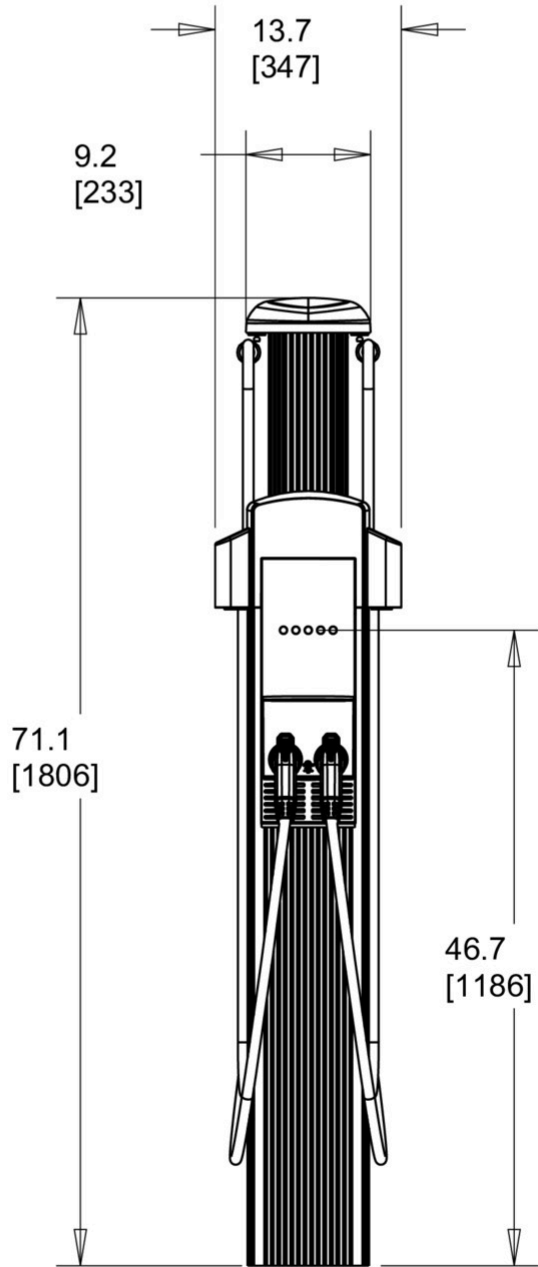
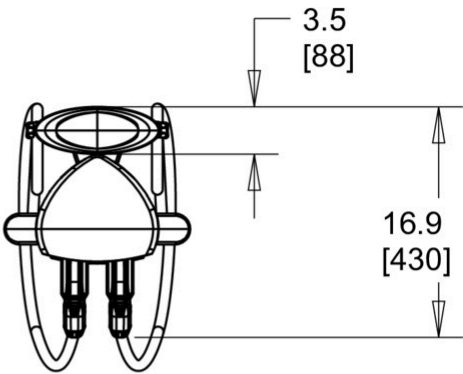
Kathy Richardson
EVunited



SIGNATURE

Jose Custodio

Jose Custodio
Town of Bay Harbor Islands



CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information

Ordering Information

Specify model number followed by the applicable code(s).
The order code sequence is: **Model-Options. Software, Services**
and **Misc** are ordered as separate line items.

Hardware

Description	Order Code	
Model	1830 mm (6') Single Port Bollard Mount	CT4011
	1830 mm (6') Dual Port Bollard Mount	CT4021
	1830 mm (6') Single Port Wall Mount	CT4013
	1830 mm (6') Dual Port Wall Mount	CT4023
	2440 mm (8') Dual Port Bollard Mount	CT4025
	2440 mm (8') Dual Port Wall Mount	CT4027
Options	Integral Gateway Modem - USA	-GW1
	Integral Gateway Modem - Canada	-GW2
Misc	Power Management Kit	CT4000-PMGMT
	Bollard Concrete Mounting Kit	CT4001-CCM

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CTSW-SAS-COMM- <i>n</i> ¹
ChargePoint Service Provider Plan	CTSW-SAS-SP- <i>n</i> ¹
ChargePoint Assure	CT4000-ASSURE <i>n</i> ²
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan.

¹ Substitute *n* for desired years of service (1, 2, 3, 4, or 5 years).

² Substitute *n* for the duration of the coverage (1, 2, 3, 4, or 5 years).

Order Code Examples

If ordering this	the order code is
1830 mm (6') Dual Port Bollard USA Gateway Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CTSW-SAS-COMM-3
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
2 Years of Assure Coverage	CT4000-ASSURE2
1830 mm (6') Single Port Wall Mount Station	CT4013
ChargePoint Commercial Service Plan, 5 Year Subscription	CTSW-SAS-COMM-5
4 Years of Assure Coverage	CT4000-ASSURE4
Station Activation and Configuration	CPSUPPORT-ACTIVE



CT4021



The First
ENERGY STAR®
Certified EV Charger

CT4000 Family Specifications

Electrical Input	Single Port (AC Voltage 208/240V AC)			Dual Port (AC Voltage 208/240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8W typical (standby), 15W maximum (operation)					

Electrical Output

Standard	7.2kW (240V AC @ 30A)	7.2kW (240V AC@30A) x 2
Standard Power Share	n/a	7.2kW (240V AC@30A) x 1 or 3.8kW (240V AC@16A) x 2
Power Select 24A	5.8kW (240V AC@24A)	5.8kW (240V AC@24A) x 2
Power Select 24A Power Share	n/a	5.8kW (240V AC@24A) x 1 or 2.9kW (240V AC@12A) x 2
Power Select 16A	3.8kW (240V AC@16A)	3.8kW (240V AC@16A) x 2
Power Select 24A Power Share	n/a	3.8kW (240V AC@16A) x 1 or 1.9kW (240V AC@8A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Cable Length - 1830 mm (6') Cable Management	5.5 m (18')	5.5 m (18') x 2
Cable Length - 2440 mm (8') Cable Management	n/a	7 m (23')
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7") full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

ChargePoint Facts: February 2019

World's Leading and Most Open Electric Vehicle (EV) Charging Network

- More than 59,963 total charging spots and more than 1,000 Express DC fast spots
- More than 50,283,358 charges delivered
- Drivers plug into a ChargePoint® network approximately every 2.0 seconds
- Drivers have avoided more than 53,761,506 gallons of gas, 170,895,838 kgs of CO₂ emissions and 179,890,355 kgs of GHG emissions
- More than 1,284,900,000 electric miles have been driven on the ChargePoint Network
- ChargePoint stations have dispensed more than 428,400 Megawatt hours (MWh) of electric fuel

Reliability

- 24x7 driver support
- 24x7 centralized station monitoring
- Remote diagnosis, repair, and upgrade of stations
- Smartphone support on Android and iPhone

Awards

2018

- Global Cleantech Hall of Fame

2017

- East Bay Clean Cities, Clean Air Champion Award
- Architizer A+ Award Popular Choice Winner: Smart Home Category
- Electrek Best of CES 2017: Best EV Accessory

2016

- Edison Awards: Silver in the Electric Energy & Propulsion Systems category
- Climate Change Business Journal: Business Model Innovation for Energy and Carbon Management

2015

- United Nations: Momentum for Change
- Goldman Sachs: 100 Most Intriguing Entrepreneurs
- Verizon: Supplier Award for Environmental Excellence
- Smart Grid Today: 2015 Smart Grid Pioneer
- Global Cleantech 100 winner for 6 years running

2014

- CNBC: Disruptor 50: The End of the Gas Station?
- Sustainia: World's 100 Leading Sustainability Innovations

2013

- Pike Research: Top electric vehicle charging station manufacturer
- World Economic Forum: "Technology Pioneer" Winner
- Green Parking Council: "Sustainability Leadership Pioneer"

2012

- AlwaysOn: Top 200 green tech companies
- Winner Sustainia100, a top sustainable solution announced at the Rio+20 conference
- "The Green Garage" races into The Tech Museum, display

2011

- Top ranking and top overall score in Pike Research report of the EV supply equipment industry;

2010

- Time Magazine: 50 Best Inventions



MOMENTUM
FOR CHANGE



Partners

Car Makers: BMW, Cadillac, Chevrolet, Daimler, Energica, Fiat, Hyundai, Nissan, Mercedes-Benz, smart USA, Toyota and Volkswagen

In-vehicle and hand-held navigation systems: BMW, Fiat, Nissan, Airbiquity, SiriusXM, TomTom and MapQuest

EVSE suppliers with ChargePoint stations: BMW i DC Fast Charger, Efacec, Fuji Electric, Leviton, Nissan and Schneider Electric

For More Information

www.chargepoint.com/about

www.chargepoint.com/contact

info@chargepoint.com

Customers

Employers

3M, Adobe, Astra Zeneca, Computer Associates, Compuware, Dell, eBay, Facebook, GM, Google, Johnson & Johnson, LinkedIn, MasterCard, Microsoft, Netflix, SAP, Whirlpool and hundreds more.



Retail & Hospitality

Bellevue Square (WA), Best Western, Courtyard by Marriott, Fashion Island Shopping Center (CA), Hyatt, Kohl's, Meijer, McDonald's, Safeway, Sheraton Hotels & Resorts, South Coast Plaza, Starwood Hotels & Resorts, Target, The Ritz-Carlton, Whole Foods and hundreds more.



Cities

San Francisco, San Jose, New York, San Antonio, Boston, Orlando, Bellevue, Tampa, Detroit, Washington DC, Grand Rapids, Baltimore and many more.



Government

US Department of the Treasury, Department of Transportation (DC, NY, NC, fleet services), US General Services Administration (VA), Department of Public Works (DC, MA), Port Authority (MA), Transit Authority (MD) and many more.

Utilities

North America: Alliant Energy, Austin Energy, ComEd, CPS Energy, Consumer's Energy, Duke Energy, Enmax, Florida Power & Light, Georgia Power, Kansas City Power & Light, Madison Gas & Electric, National Grid, Orlando Utilities Commission, Ontario Power Generation, Portland General Electric (PGE), Tampa Electric (TECO), and many more.

Regional & National Parking Service Providers

Edison Properties, Icon Parking, Central Parking, and Sylvan Parking in New

ChargePoint, Inc.
254 East Hacienda Avenue | Campbell, CA 95008-6617 USA | +1.408.370.3802 or toll-free 877.370.3802 | info@chargepoint.com | chargepoint.com

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**Solicitation Number: RFP #042221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ChargePoint, Inc., 254 E. Hacienda Ave., Campbell, CA 95008-6617 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electric Vehicle Supply Equipment and Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

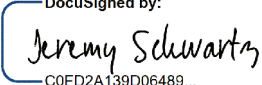
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

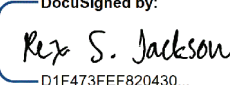
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

ChargePoint, Inc.

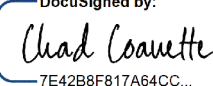
DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/15/2021 | 11:43 AM CDT

DocuSigned by:

D1F473FEF820430...

By: _____
Rex S. Jackson
Title: Chief Financial Officer
Date: 7/15/2021 | 11:40 AM CDT

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 7/15/2021 | 11:46 AM CDT

RFP 042221 - Electric Vehicle Supply Equipment and Related Services

Vendor Details

Company Name: ChargePoint, Inc.

Does your company conduct business under any other name? If yes, please state: No

Address: 254 E. Hacienda Ave.
Campbell , Ca 95008-6617

Contact: Sam Ta

Email: sam.ta@chargepoint.com

Phone: 425-229-8083

Fax: 408-841-4500

HST#: 26-1080576

Submission Details

Created On: Monday March 08, 2021 22:21:45

Submitted On: Thursday April 22, 2021 10:45:43

Submitted By: Sam Ta

Email: sam.ta@chargepoint.com

Transaction #: f4d99719-1da2-499d-9d19-7ab18521985f

Submitter's IP Address: 98.225.2.163

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	ChargePoint Holdings, Inc.	*
2	Proposer Address:	254 E. Hacienda Ave. Campbell, CA 95008-6617	*
3	Proposer website address:	www.chargepoint.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rex S. Jackson Chief Financial Officer rex.jackson@chargepoint.com 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 408-841-4500	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Gilbrook Regional Sales Director 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 781-588-1274	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bjorn Thorsland Account Executive 254 E. Hacienda Ave. Campbell, CA 95008-6617 Phone: 669-237-3328 bjorn.thorsland@chargepoint.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	ChargePoint was founded in 2007 with a single mission in mind – to make EV charging easy and convenient so that everyone feels confident in making the transition to electric transportation. We are one of the only EV charging technology companies that designs, manufacturers, and sells the entire ecosystem of EV charging needs – hardware, software, and services – in one seamless solution. This integrated approach allows ChargePoint to offer an unsurpassed EV driver experience while ensuring that station owners have all the tools and features necessary to keep their stations up and running while aligned with their particular use case. ChargePoint operates across a broad range of end customers and charging use cases including individual homeowners, commercial workplaces, fleets, municipalities, retail, auto OEMs, and more. Our station management software and energy management solutions help people and businesses shift away from fossil fuels and manage growing demand for EV charging. The ChargePoint mobile app, the highest rated app in its segment, allows EV drivers to easily find charging stations, review prices and availability, authenticate, and pay for charging sessions on our network wherever their journey takes them. ChargePoint advocacy and partnership with a variety of EV stakeholders and policy groups throughout the US helps pave the way for widespread EV adoption. ChargePoint has built its solution upon four core principles in support of making the charging experience easy, flexible, and efficient: 1. Scale: Ability to scale from small scale pilots to large scale adoption across multiple sites. 2. Experience: Over a decade of experience in building an effortless charging experience for all. 3. Quality: Reliable and safe charging solutions utilizing industry standards and evaluated using ChargePoint's own Advanced Testing Facility. 4. Service: Best in class services for every mission, including remote monitoring and equipment uptime guarantees. Electric mobility is the smart choice and ChargePoint is excited about our role in helping to build the new fueling network. ChargePoint has more than 110,000 activated places to charge on its network, with access to an additional 160,000 public places to charge through roaming integrations with other major networks. Below are just a few of the exciting milestones achieved as we build out the new fueling network: + More than 88,815,316 charges delivered + Drivers plug into a ChargePoint® network approximately every 2.0 seconds + Drivers have avoided more than 400 liters of gasoline, 283,855,743 kgs of CO2 emissions and 298,795,235 kgs of GHG emissions + More than 4,386,000,000 electric kilometers driven on the ChargePoint Network + ChargePoint stations have dispensed more than 711,469 Megawatt hours (MWh) of electric fuel ChargePoint employs a field, inside and channel sales team that collectively oversee all new and existing customer sales opportunities (ChargePoint employees).
8	What are your company's expectations in the event of an award?	ChargePoint is currently a qualified Sourcwell vendor of EV charging solutions and we would expect similar activities if granted a continuation of that status. As Sourcwell members inquire about purchasing EVSE and related services provided under this contract, we anticipate that Sourcwell would direct those members to ChargePoint where we can assist the member in identifying the best solution, and the best buying and installation path to fit their needs. ChargePoint and/or our channel partners would be able to deliver all of the charging station needs and software solutions described herein. ChargePoint will also proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and has the resources necessary to quickly train staff and partners on such initiatives. ChargePoint will continue to support listing of the opportunity on its popular EV charger incentives website, conduct marketing campaigns to raise awareness of the opportunity, and support awareness training of our various channel partners and electrical contractors to broaden the number of entities helping to conduct outreach and support Sourcwell members.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	ChargePoint has developed thousands of established commercial customers and have shipped more than 100,000 charging ports, providing a solid revenue pipeline and financial standing. ChargePoint has raised over \$550 million in investment funding prior to becoming a public company from some of the largest and best-known companies including: American Electric Power, Quantum Energy Partners, Linse Capital, Daimler AG, Rho Capital, Braemar Energy Ventures, Canada Pension Plan (CCPIB), Siemens, Constellation Technology Ventures, Chevron Technology Ventures, and BMW. In February of 2021, ChargePoint became the world's first publicly traded global EV charging network when we were listed on the New York Stock Exchange (NYSE) under the stock symbol CHPT. At the close of the transaction to become a publicly traded company, ChargePoint had approximately \$615 million in cash (prior to payment of its outstanding term loan), which it anticipates will fund ongoing operations and to support the expansion of the Company's commercial, fleet and residential businesses in North America and Europe. Please refer to the following link for additional information and financials associated with investor relations: https://investors.chargepoint.com/overview/default.aspx	*
10	What is your US market share for the solutions that you are proposing?	ChargePoint has an estimated ~70% market share of networked public L2 chargers within North America.	*
11	What is your Canadian market share for the solutions that you are proposing?	ChargePoint has an estimated ~70% market share of networked public L2 chargers within North America.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ChargePoint has not petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ChargePoint is best described as a manufacturer and service provider. ChargePoint designs and develops a turnkey EVSE solution: we design and manufacture our own networked charging stations, develop cloud-based network management software, provide driver app and web portal analytics, and maintain dedicated driver and station owner support teams. ChargePoint has a national direct sales force including regionally based teams and corporate inside sales department. Support activities are out of our Arizona facility. All direct Sales and Support are employees of ChargePoint. In addition, ChargePoint also has a full, local and national, network of partners across the US that we engage for sales, installation, and maintenance depending on their discipline. Our partners are not employees of ChargePoint. ChargePoint intends to be a single vendor contact for Sourcewell members from project planning to sales, installation, and station support. If members require turnkey equipment sales and installation services, ChargePoint would likely work together with an appropriate channel partner to provide the desired proposal structure.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ChargePoint's local and national network of partners across the US and Canada are trained and certified on the installation of our products through our Training and Certification program. All of our partners have licensed electricians on-staff or maintain partnerships with such electricians. Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ChargePoint has never been suspended or disbarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	ChargePoint Awards + 2019 London Business Awards: Social Impact International Company • Acterra Award: Environmental Innovation 2018 Global Cleantech Hall of Fame + 2017 East Bay Clean Cities, Clean Air Champion Award Architizer A+ Award Popular Choice Winner: Smart Home Category • Electrek Best of CES 2017: Best EV Accessory + 2016 Edison Awards: Silver in the Electric Energy & Propulsion Systems category Climate Change Business Journal: Business Model Innovation for Energy and Carbon Management + 2015 United Nations: Momentum for Change Goldman Sachs: 100 Most Intriguing Entrepreneurs Verizon: Supplier Award for Environmental Excellence Smart Grid Today: 2015 Smart Grid Pioneer Global Cleantech 100 winner for 6 years running + 2014 CNBC: Disruptor 50: The End of the Gas Station? Sustainia: World's 100 Leading Sustainability Innovations + 2013 Pike Research: Top electric vehicle charging station manufacturer World Economic Forum: "Technology Pioneer" Winner Green Parking Council: "Sustainability Leadership Pioneer" + 2012 AlwaysOn: Top 200 green tech companies Winner Sustainia100, a top sustainable solution announced at the Rio+20 conference "The Green Garage" races into The Tech Museum display + 2011 Top ranking and top overall score in Pike Research report of the EV supply equipment industry; + 2010 Time Magazine: 50 Best Inventions Edmund's Green Car Breakthrough Award BusinessWeek: 20 Small Businesses of the Future Greentech Media: Top 50 VC-Funded Startups	*
17	What percentage of your sales are to the governmental sector in the past three years	In the past three years is approximately 20% of our sales are in the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	In the past three years is also approximately 10% of our sales are from the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ChargePoint is listed on numerous states, provincial and cooperative purchasing contracts, either directly or indirectly via channel partners. It is likely that every state or province where an EVSE contract or authorized vendor list exists, ChargePoint's products are available either directly or through authorized channel partners. As a privately held company, ChargePoint does not release financial detail related to customer transactions.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	+ ChargePoint holds a Kinetic GPO contract (\$0) + ChargePoint holds an Equalis Group/Sourcing Alliance contract (\$0)	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NY NJ Port Authority	Charles Goldberg	(212) 435-6497	*
City of Long Beach	Joe Hunter	(714) 655-3951	*
Austin Energy	Shems Duvall	(512)-799-4785	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Long Beach	Government	California - CA	Mix of CT4000, CPF50 and CPE250	Various, up to \$1.3M	\$6.0M	*
City of New York	Government	New York - NY	Mix of CT4000, CPF50 and CPE250	Various, up to \$515k	\$3.3M	*
County of Santa Clara	Government	California - CA	Mix of CT4000	Various, up to \$630k	\$1.0M	*
State of Utah	Government	Utah - UT	Mix of CT4000	Various, up to \$800k	\$900k	*
Long Beach Community College	Education	California - CA	Mix of CT4000	Various, up to \$430k	\$500k	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	ChargePoint has over 50 employees in sales. ChargePoint has its own regionally based outside sales teams covering every state within the US and all of the provinces in Canada. We also have dedicated sales teams for federal, fleet and public sectors. Our outside sales team is empowered to travel safely anywhere within their territory to meet with Sourcwell member onsite. They are also capable of hosting online webinars and training sessions when needed. In addition to our outside sales team, we also have corporate based inside sales teams. Through our marketing efforts, existing client base, and market reputation, we receive a significant number of inbound inquiries. To streamline this process for customers, we have a designated inside sales team devoted to all inbound calls and inquiries from existing and prospective clients. Having a designated team handling these inbound phone calls ensures inquiries are handled quickly and efficiently. Once a call is answered and qualified, the inside salesperson connects the customer with the local regional sales representative. The regional sales representative will work with the customer from this point. We also have an inside sales team dedicated to outbound calls. This team could be focused on proactive outreach to Sourcwell members and will also be following up on leads that are generated through various marketing initiatives. ChargePoint also has a team of Solutions Engineers and complex project support resources that can assist in any presale technical education required to get help Sourcwell members understand their EV charging options and ultimately develop an optimized deployment. After deployment, ChargePoint also has a team of Customer Success Managers (CSMs) who look after all existing customers and would make sure Sourcwell members are getting the most out of their ChargePoint solutions. As you know, ChargePoint has held an active Sourcwell award since 2018 and has always been eager to partner with Sourcwell to perform joint marketing or any other contract development activity believed to drive additional success in all forms. Upon securing a new contract, ChargePoint would be pleased to work with Sourcwell to perform a "relaunch" with the intent of building new momentum around the refreshed award. As an example, ChargePoint could leverage our marketing team to run campaigns to generate interest and promote Sourcwell. This has been a productive approach for other initiatives, such as grants that we have been awarded. Our go-to-market approach is quick and seamless which creates a simple process for clients and partners.	*

24	Dealer network or other distribution methods.	ChargePoint has a network of over 65 Value Added Resellers located throughout the US and Canada. These resellers are capable of on-site evaluation, installation, installation quotation, and EV stations sales. A subset of these partner are also Operations and Maintenance (O&M) partners as described below. ChargePoint has a network of over 2,000 certified installers and 13 O&M (Operations & Maintenance) partners located through the United States and Canada who are qualified to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry. We have 6 national distribution partners covering us in every state. These partners total nearly 4,000 locations combined and give us the reach to over 70,000 electrical contractors as well as access to local and state gov't agencies across the country. ChargePoint's network of distribution partners have their own sales and marketing teams that they will use to promote the contract to existing and prospective clients. As stated above, ChargePoint will train all distribution partners and installers on the Sourcewell contract details so they can effectively inform customers and generate opportunities. Regardless the sales channel, ChargePoint works closely with our customers and partners to ensure site design, charging station layout, and driver experience is the best in the industry.	*
25	Service force.	ChargePoint's charging solutions come complete with 24/7 driver support, extended hours station owner technical support and maintenance if desired. ChargePoint Support is the largest and most experienced customer service force in the EV charging industry. The ChargePoint support team is based in Scottsdale, AZ with over 50 trained employees and is understood to be the largest in-house EV charging support team in the industry. These numbers do not include our 13 O&M partners that also offer support services and are located throughout the United States and Canada. The support organization is divided into driver, station owner, and activations support teams, with representatives sharing duties and knowledge. In addition, we have plans to add additional headcount by nearly a dozen more by year end. ChargePoint Support works remotely via the ChargePoint Network to assist drivers and diagnose station issues. Once issues are determined, Support works with our network of local O&M partners to perform any require site visits including repairs. Beyond standard technical support, ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that is outlined in greater detail in section 9A.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	ChargePoint operates an in-house Customer Call Center primarily based at our Scottsdale, AZ office. Our Customer Call Center supports both EV drivers as well as our station owners and installation partners. Our 40+ Driver Support agents provide 24/7/365 coverage for EV drivers in English, Spanish, and French via a toll-free telephone number clearly posted on the charging equipment. Live representatives will answer the phone quickly and customers will not be routed through a confusing calling tree. The customer service representatives will provide a variety of services to address customer concerns at the charging station. If possible the Agent will resolve the issue remotely, whether station or driver related. If unable to resolve, the issue will be escalated to Station Support and the driver provided the address of a nearby station if one is not available on site. Driver Support agents handle over 230,000 calls annually with an average speed of answer of 30 seconds or less. Our Customer Support Center also includes Technical Support for station owners and installation partners. This toll-free line is available Monday through Saturday from 5 AM PT to 6 PM PT. Representative help resolve issues from symptom identification, diagnosis, parts logistics, labor logistics, and resolution validation. Our 38 support agents resolve over 100,000 cases annually with an estimated average speed of answer of 30 seconds. All ChargePoint charging equipment include remote diagnostics and "remote start" capabilities. When customer service receives notice that minor operational maintenance is needed, the representative will remotely diagnose the EVSE to verify the extent of the service need. If issues cannot be remotely addressed, ChargePoint will dispatch service personnel to the site for repairs for which parts costs will be covered for items covered by an active warranty. Customer utilizing our Assure offering can rest easy knowing that ChargePoint will proactively monitor the station for any issues. If an issue is detected, ChargePoint will acknowledge the issue within one business day and, if an onsite visit is required, will dispatch labor to the site within one business day of receipt of parts onsite. Our clients also get 98% annual station uptime guarantee with a non-performance penalty for outages caused by station hardware or software failures. Repairs in the field are handled by ChargePoint's national operations and maintenance (O&M) partners that have all committed to audit requirements and penalties against service level, liability indemnification, customer warranty, pricing accuracy under fixed unit pricing terms, and maintenance of required credentials to perform the work contracted.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within the United States and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ChargePoint is already a qualified EV charging vendor with Sourcewell and your members within Canada and we look forward to continuing to support your members moving forward. ChargePoint has an established install base, dedicated sales force, partners, and provide all listed charging hardware, software, and services throughout Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ChargePoint, either directly or by leveraging our extensive list of partners, has the ability to fully service all geographic areas of the US and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any contract issues related to Hawaii and Alaska. We have a large number of stations in operation in Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ChargePoint will use the following strategy to promote this contract: + Outside Sales: Our sales team and account executives will proactively reach out to all Sourcewell members within their assigned territories to promote the contract. We are currently speaking to many of them already and will ensure they are aware of the contract and the value it will bring them. + Inside Sales: Our inbound team will be able to promote the contract to all inbound inquiries that come in. As mentioned in Question 18, we receive a significant number of inbound leads from potential/existing Sourcewell members, and our inbound team will promote this contract to everyone and educate them on the details of how they can take advantage of it. Our outbound team will focus on proactive outreach to Sourcewell members and all government agencies. They will also call on leads that get generated through our marketing efforts. We have the tools necessary to track leads through campaigns and call on lead lists. + Marketing: Upon award we would do a formal announcement across various channels to get the word out. We will perform regular marketing campaigns to educate the market on this contract. In addition to any help Sourcewell can provide with contact information, we have the tools necessary to quickly pull customer contact information for email campaigns. + Webinars: ChargePoint will offer to create webinars that highlight the benefits of the Sourcewell contract with real life testimonials. These webinars can be vendor neutral and positioned as an educational presentation. + Trade shows: ChargePoint participates in various tradeshow/events around the country and will have marketing material available highlighting our partnership with Sourcewell and details of the contract. + Incentives: We will match all state, local and utility incentives to Sourcewell members and proactively educate prospects about the value of both the incentive program and the Sourcewell partnership. + Distribution Network: Our large distribution/partner network also have sales and marketing teams primarily supporting electrical contractors. Contractors are often a first touch point for customer exploring a charging solution. ChargePoint will work closely with its partners to help them develop effective marketing strategies. We will also train their sales team to effectively leverage this contract. We will have regular follow up calls and trainings to make sure this contract stays top of mind. Examples of our outreach: 1. ChargePoint at the ACT Expo: North America's largest clean fleet show; 2. Incentive Announcement for \$25k EVSE incentive in San Francisco and; 3. \$3 million in funding available for municipalities in New York.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing approach leverages technology to quickly pull contact information from prospective customers and generate marketing campaigns. ChargePoint is often involved in new programs, contract, grant etc. and can get messaging out to market extremely quickly. We use various marketing tools for generating leads and managing them through the sales funnel. + Organic social posts (Facebook, LinkedIn, Twitter, Instagram) + Digital advertising (banner ads, social ads, paid search, retargeting) + Premium content (gated on chargepoint.com) + Syndicated content + Organic search + Charging Forward blog + Chargepoint.com business, vertical and roles pages + Credits and Incentives web page with link to lead form on chargepoint.com + Forms (content downloads) + Request a station (CP.com) + Events (webinars, industry events, partner events) + Email campaigns (purchased lists, contacts from inbound) + Marketing automation + Downloads of content/other assets + Inbound calls + Sales Development Reps (SDR) outbound calls + Customer referrals + Driver referrals

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	ChargePoint has a collaborative and effective partnership in place with Sourcewell with its current contract. ChargePoint would view Sourcewell as a marketing partner to help promote this contract. We would look for support on an initial announcement to current members notifying them of this renewed opportunity. We have methods of gathering contact information, however, hope that you will be able to share membership contact information for ongoing outreach and marketing campaigns. The value of providing us with this information will allow us to move quicker and more efficiently. We would also look for opportunities to collaborate on co-branded marketing initiatives that adhere to ChargePoint's brand guidelines. With Sourcewell's well established relationship with its members and ChargePoint expertise in EV charging, working closely together on marketing initiatives will ensure members feel they are in good hands with their EV charging needs. The Sourcewell contract will be part of every discussion we have with existing and potential Sourcewell members. We are speaking with government agencies every day and leveraging this contract will benefit all stakeholders (Sourcewell, Sourcewell members and ChargePoint).	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Similar to other types of customers, for most Sourcewell members, choosing and implementing a successful charging solution is an unfamiliar experience. This is why ChargePoint has developed the most extensive, expert sales team in the industry and make these resources available to customers exploring our space. With our help, we're confident customers will be put in a position to implement successful projects. Primarily for this reason, ChargePoint does not have its own e-procurement system, our GSA Schedules are online via www.gsaadvantage.gov .	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As standard practice, for free, Sourcewell members have access to: + ChargePoint will provide operational training on the station at start-up. + ChargePoint is also available for Cloud Portal/Network Training after install and station activation. + Training videos and detailed manuals are available also. + On an on-going basis the ChargePoint team is available via email or phone to answer questions or provide additional training. + If required and depending on scope of project, Sourcewell members or their contractors have access to the ChargePoint University portal which is a detailed training and testing that is designed for reseller partner and installer certification.	*
37	Describe any technological advances that your proposed products or services offer.	Since ChargePoint's inception in 2007 in Silicon Valley California, we have led the way forward with technological innovations to help make it easy for drivers to go electric and station owners to offer EV charging. Today ChargePoint uses all of the latest advances: Cloud based Network, M2M IoT Cellular station connectivity, Secure (PCI compliant) Payment processing, Power Management for installation and energy savings, Next-Generation Modular DC Fast Charging, and the largest dedicated engineering team in the industry. Below are just a sample of the latest technological innovations: Professional Services Sometimes it's not just as easy to sell a charging station. Station owners, especially for more complex deployment such as fleet charging, often need additional support to evaluate, design, install, and be trained on the stations. ChargePoint offers a complete array of professional services to support these needs including site modeling, preliminary site design and engineering, site acquisition, project management, station installation and commissioning, as well as training for operators such as at fleet depots. Charge Management Software Smart EV charging is critical to provide value to drivers and site hosts. ChargePoint offers all elements of the charging ecosystem but considers itself a "network first" company in that the software is the most important element of any solution. The associated software provides the tools and interfaces for drivers to find and use stations, and for station operators to efficiently optimize the business of EV charging. Listed below are just a few of the advanced features on the ChargePoint Network software: + Station Locations & Availability: complete visibility of stations and their availability make it easy for drivers to find a compatible charger. + Access Control: Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control. + Flexible Pricing: Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes. + Authorization, Authentication & Accounting: Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity,	

		availability, and resilience of the network. + Power Management: Ensure that charging stations never draw more power than the site can provide. + Driver Notifications: Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers. + Queueing (Waitlist): Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations. Power Management For operating costs, software can allow station operators to target “off-peak” periods of lower energy costs or avoid triggering a high demand charge. In addition, use of these features can maximize the number of charging ports within a given site while still keeping overall power requirement at the site meter below a determined level. This helps reduce the necessary electrical infrastructure and utility service required to support a given site and thus save capital expenditures. Below is a summary of the available load management tools available within ChargePoint charge management software: + Power Share: Intelligently share available power across multiple stations by setting a “not to exceed” limit, which may vary by time of day and day of week. Power may be allocated based on a configurable policy using equal share or priority-based first come first served. This approach allows for NEC compliant oversubscription of available electrical service, mitigation of expensive demand charges, and the option to defer utility upgrades which can be costly and delay projects. + Load Shift: Use energy when it is cheapest, usually at night when Time of Use (ToU) charges are lower. In environments where the vehicles have sufficient dwell time during off-peak times, shifting load to the least expensive time of day can provide significant savings. Operators simply plug the vehicles in as normal when they return to the depot, and ChargePoint will automatically start charging the vehicles to align with the lowest cost of electricity, no operator intervention required. + Power Limit: Manage load via building/energy management systems, either through integration via API or installation of a ChargePoint smart meter upstream of the charging stations. This approach optimizes power use by dynamically adjusting power to the charging stations based on real-time monitoring of facility loads. + Demand Response: ChargePoint can facilitate participating in utility driven demand response programs through use of a standards based OpenADR interface or API, allowing the utility to control charging station load during peak events where supply may not meet demand. Fleet Charging Solutions Fleet vehicle can require a range of special charging considerations including optimization of depot charging, access to charging while on-route, and home charging for take-home fleets. ChargePoint provides for all of these charging needs through specialized fleet charging solutions. ChargePoint Fleet Depot software integrate with other fleet back-office systems and enables optimized charging of larger fleets while ensuring that fleet vehicles are charged and ready to meet business and operational objectives at the least possible energy cost and within electrical capacity constraints. ChargePoint also offers our Fleet Mobility plan to support charging of vehicle at publicly available charging stations while on-route and integrated with existing fleet fuel card systems. ChargePoint has partnered with US Bank (Voyager Fleet Card) and WEX to offer customers the convenience of paying for and tracking electric fuel with their existing fleet cards and is continually assessing additional integrations. Finally, ChargePoint offers our Take Home Fleet solution which integrates with our Home Flex charging station and allows fleet managers to access charging data from company vehicle charging at employee's homes to support reimbursement, as necessary. Fleet System Interfaces Fleet System Interface: To ensure a seamless integration with fleet systems relied upon by fleet operators today, ChargePoint has completed or initiated integration discussions with the most common platform including: Geotab, Viriciti, Clever Devices, AssetWorks, Trapeze, Voyager, Wright Express (WEX), and more. A full set of soap/xml-based application programming interfaces (APIs) are available to integrate into a variety of back-office systems and ChargePoint will continue to grow the partnerships with fleet solution providers to best serve fleet operators.	
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ChargePoint has a dedicated team of people that works with numerous organizations, including state and federal government, to formulate policies to promote EV adoption and evolution of the grid and other infrastructure that will be necessary to realize widespread electrified transportation. ChargePoint is a member or plays an active role in the following organizations: CALSTART CALSTART is a member-supported organization of more than 140 firms, fleets and agencies worldwide dedicated to supporting a growing high-tech, clean transportation industry that cleans the air, creates jobs, cuts imported oil and reduces global warming emissions. CALSTART provides services and consulting to spur advanced transportation technologies, fuels, systems and the companies that make them. Use the staff directory to find the expert you need.	

CLEANTECH GROUP

The mission of Cleantech Group (CTG) is to accelerate sustainable innovation. Our subscriptions, events and programs are all designed to help corporates, investors, and all players in the innovation ecosystem discover and connect with the key companies, trends, and people in the market. Our coverage is global, spans the entire clean technology theme and is relevant to the future of all industries. The company is headquartered in San Francisco, with a growing international presence in London.

EDTA

The Electric Drive Transportation Association (EDTA) is the trade association promoting battery, hybrid, plug-in hybrid and fuel cell electric drive technologies and infrastructure. EDTA conducts public policy advocacy, provides education and awareness, and enables industry networking and collaboration. EDTA's membership includes vehicle and equipment manufacturers, energy companies, technology developers, component suppliers, government agencies and others.

eMI³

Under the umbrella of ERTICO – ITS Europe, the eMobility ICT Interoperability Innovation, eMI³, is an open group of significant actors from the global Electric Vehicles market who joined forces to harmonize the ICT data definitions, formats, interfaces, and exchange mechanisms in order to enable a common language among all ICT platforms for Electric Vehicles. eMI³ core objectives lie in the development, publication, sharing and promotion of ICT standards. Since 1st December 2015, eMI³ is an ERTICO Innovation Platform established as a Non-Profit International Association under Belgium law.

Parksmart

Parksmart defines and recognizes sustainable practices in parking structure management, programming, design and technology. Industry-driven and field tested, Parksmart distinguishes the forward-thinking parking facilities shaping tomorrow's sustainable mobility network.

Plug-In Electric Vehicle Collaborative

The California Plug-In Electric Vehicle Collaborative is a public/private organization comprised of 47 members that include key PEV stakeholders all working together to move the PEV market forwards in California.

Silicon Valley Leadership Group

The Silicon Valley Leadership Group is a public policy business trade organization. The Leadership Group was founded in 1978 by David Packard of Hewlett-Packard and represents more than 400 of Silicon Valley's most respected employers on issues, programs and campaigns that affect the economic health and quality of life in Silicon Valley, including energy, transportation, education, housing, health care, tax policies, economic vitality and the environment.

Green Sports Alliance

Leveraging the cultural & market influence of sports to promote healthy, sustainable communities where we live & play. Members collectively provide nearly one of every three private sector jobs in Silicon Valley and contribute more than \$3 trillion to the worldwide economy.

California Energy Commission

As the state's primary energy policy and planning agency, the California Energy Commission is committed to reducing energy costs and environmental impacts of energy use - such as greenhouse gas emissions - while ensuring a safe, resilient, and reliable supply of energy.

Los Angeles Business Commission

Uniting the power of business with the power of government for education and advocacy to promote environmental and economic sustainability.

Cleantech San Diego

Cleantech San Diego is a nonprofit member organization that positions the greater San Diego region, including Imperial County, as a global leader in the cleantech economy. We foster collaborations across the private-public-academic landscape, lead advocacy efforts to promote cleantech priorities, and encourage investment in the San Diego region. Our members include more than 100 local businesses, universities, governments, and nonprofits committed to advancing sustainable solutions for the benefit of the economy and the environment.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ChargePoint AC L2 stations are Energy Star certified. ChargePoint DC products are intended to be Energy Star certified when the program is fully defined and available for certification. ChargePoint owns an Advanced Test Center that exposes all of our products to extreme environmental accelerated life cycle testing. Tests include solar loading, extreme heat, extreme cold, humidity, seismic, focused pressurized water, impact, and dozens of other tests designed to improve product reliability and longevity. Higher reliability, less on-site visits, fewer replacement parts, and longer life span all contribute to lessening environmental impact.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	ChargePoint has several authorized resellers with various Women or Minority Business Entity (WMBE) or Small Business Entity (SBE), and Service-Disabled Veteran owned accreditations. ChargePoint will provide a detailed list upon request.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ChargePoint is a complete systems provider, offering the highest level of integration of hardware, software, and services, and delivering the best value in the industry. Our charging stations, mobile applications, and network management platform are designed to work seamlessly together to provide the best station owner and driver experiences in the market. ChargePoint's extensive technical expertise and fully integrated portfolio also allows ChargePoint to work rapidly with key partners to develop new, innovative solutions in support of a rapidly evolving market. Simply put, ChargePoint is unlike any other charging solution provider in that it provides the scale, experience, service, and quality necessary to make any EV charging initiative a success. Experience An integrated experience provides an effortless charging experience for station owners and drivers. It ensures consistent performance, efficiency, and reliability at every touchpoint whether one is using a mobile app, plugging into a charging station, managing the station or analyzing charging data. ChargePoint has more than 110,000 activated places to charge on its network, with access to an additional 160,000 public places to charge through roaming integrations with other major networks. ChargePoint is the only company that delivers solutions that provide an integrated EV charging experience for businesses and drivers across every touch point and for every use case. We design, develop, and manufacture complete, integrated hardware and software solutions for every charging scenario: from home and multifamily to workplace and fleet. From a top-rated mobile app and award-winning services and support to the most reliable network and stations, ChargePoint has you covered. Scale As EV adoption grows and charging becomes a necessity for your business, you want to rest assured that the charging solution you invest in today will set you up for success in the future by enabling you to support more drivers, add the latest software features and expand your EV fleet with minimal disruption to your business. The EV charging solution you invest in today must set you up for success tomorrow. ChargePoint offers seamless scalable solutions that grow with your business. We will help you get started easily, up to speed quickly and, when the time comes, ramp up effortlessly—all with minimal disruption to your business. Our extensive expertise with incentives, rebates and grants will even save you money every step of the way. No wonder 60% of Fortune 50 companies are ChargePoint customers. Quality You need an EV charging solution that just works no matter how it is used, where it is used or when it is used. A solution that is so reliable that you can just set it and forget it. Your EV charging solution has to work, every time. That is why ChargePoint is the only company that has made a major investment in quality testing on all our stations and software. ChargePoint is the only EV charging solutions company with an advanced in-house testing lab. We rigorously test all our stations and software to ensure your investment can stand up to any element, scenario, or mishap. All our products are UL-listed, ENERGY STAR® and CE (EU) certified, and our modular design minimizes downtime. With so much riding on the New Fueling Network, your EV charging solution just has to work, every time. With ChargePoint, it will. Service Best-in-class support is essential for providing a high caliber experience for all participants in the fueling network, whether one is driving a personal vehicle, delivering goods, driving work vehicles, or riding shared transport. ChargePoint knows comprehensive services are critical for an exceptional EV charging experience. ChargePoint has been in the business of electric fueling longer than anyone else. Since 2007, we have been working with our customers to design comprehensive services built around their needs. Today, from sophisticated networked solutions to top-rated service products, we have the resources to provide our own 24/7 support in multiple languages and the infrastructure to support drivers no matter where they charge on our network. Station operators do not have to take waste previous time to figure out whether the hardware or software vendor is responsible for an issue – just call ChargePoint and we will handle the rest.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	ChargePoint provides a standard one-year warranty for all commercial level 2 charging stations and a three-year warranty for our residential charging station. Standard warranty covers parts only. Beyond standard technical support, ChargePoint offers ChargePoint Assure, a comprehensive maintenance and management program that includes dispatched labor at committed service levels to perform on site repairs, proactive dispatch, monthly reports, 24x7 station health monitoring, and a long list of additional features described in more detail below. Assure is available from one to five-year term increments. + Unlimited software configuration changes + 98% annual uptime guarantee with non-performance penalty + Standard one (1) business day response time to station failures or one (1) business day from Parts arrival when required + Automated monthly summary reports and detailed quarterly reports of your station's performance metrics. We send the reports automatically, so you don't have to generate them. + Proactive station monitoring and dispatch + Labor coverage for station equipment issues typically not covered by warranty such as vandalism, abuse and accidents caused by reckless drivers or snowplows. + Additional options are available upon request, such as strategic spares, consigned inventory, and customer training for on- site repairs and maintenance.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Please see ChargePoint F_Assure Terms of Service.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, for Assure.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. ChargePoint Assure is available throughout the US and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For this proposal, ChargePoint is the original equipment manufacturer of the charging equipment, so all warranty service is covered by ChargePoint.	*
47	What are your proposed exchange and return programs and policies?	ChargePoint and its channel partners strive to avoid any situation where improper products are purchased and returns, or exchanges are requested. On a case-by-case basis ChargePoint may allow returns or exchanges with payment of a 20% restocking fee and payment of any required freight charges to correct the problem. ChargePoint channel partners may also offer returns and exchanges at their discretion. Please refer to ChargePoint Attachment G_Parts Exchange Warranty for details.	*
48	Describe any service contract options for the items included in your proposal.	ChargePoint Assure, as outlined in the response to item 42, is the primary service offering we are including in our proposal. ChargePoint is also developing an enhanced Assure offering called Assure Pro, in concert with our Managed Spares Service, to provide faster repair times.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services (network uptime, power management, charging capabilities, etc.)	ChargePoint Assure, as outlined in section 9A in this proposal, is an optional extended and enhanced warranty offer that provides for proactive monitoring, coordinated repairs, and full parts and labor costs coverage. The SLA associated with Assure provides for a 98% or better uptime guarantee with financial penalties for non-performance. Please see the attachments titled Assure Data Sheet and Assure Terms of Service for additional detail.
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer to Line Item 49.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	Net 30. ChargePoint channel partners may offer varying payment terms at their discretion.
52	Describe any leasing or financing options available for use by educational or governmental entities.	ChargePoint supports the following options for procurement of charging stations and associated services. In addition to the options available below, ChargePoint's channel partners may also offer additional financing and leasing plans. Outright Purchase Upfront payment of all goods and services. ChargePoint and associated partners then fulfill installation works, network services and ongoing support in accordance with contractual agreements. ChargePoint as a Service (CPaaS) In this unique offer ChargePoint remains the owner of the stations. The customer simply pays a fixed monthly fee for ability to use the stations. ChargePoint maintains the stations with an uptime guarantee. At the end of the term the station can be replaced with the latest version or we will take them back if the Customer chooses to purchase a different solution. Hence, this resolves the problem obsolete hardware that needs to be removed or integrated and fits very nicely with the leasing business. Financing Options ChargePoint partners with major financial providers to offer a full finance offer for all ChargePoint services as well as site 'make-ready'. A simple monthly payment covers all bundled costs over the course of the agreed term with a final payment option for ownership of stations to transfer to Sourcewell and its members.
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Depending on Sourcewell member needs, ChargePoint would either process orders directly with the Sourcewell member or through a local channel partner. The channel partner would process an order with the Sourcewell member and an upstream order with ChargePoint for the associated products and services. In either case the Sourcewell member would pay at or below the contract price and ChargePoint would track order details for quarterly payment of the administration fee on any products purchased from ChargePoint.
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. ChargePoint and various channel partners can accept credit cards for payment.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	ChargePoint has provided a detailed line-item price book showing list price and proposed contract price. Freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis. This book is broken into distinct product categories to simplify review. Those categories are Charging Stations, Network Services, Assure Maintenance Plans, and Accessories. Notes are also provided to guide reviewers to creating estimated project pricing.
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 0-20% off MSRP.
57	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided takes into account an assumption of volume created by purchasing across the Sourcewell membership. However, on a case-by-case basis ChargePoint may consider providing improved pricing to individual members who intend to purchase large volumes in single orders.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ChargePoint would consider any installation services including materials and labor beyond the scope of our Install- Valid service listed in our pricing proposal to be "Open Market" options. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the Sourcewell member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the member and ChargePoint partner for those services. Furthermore, ChargePoint would not intend to track quarterly or pay Administrative fee on these services.
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As described in question 58 above, ANY installation services including materials and labor beyond the scope of our Install-Valid service is not included in our pricing proposal. In many cases government entities prefer to use previously contracted vendors or employed tradespeople to perform the site preparation for charging station installation. Install-Valid service then allows these entities to purchase just the somewhat specialized charging station assembly, mounting and testing directly from ChargePoint. However, in instances where an Sourcewell member would prefer to procure complete installation services from one vendor ChargePoint would coordinate scoping by an appropriate channel or O&M partner who would then provide a quote for these services to the Sourcewell member. ChargePoint would facilitate this sourcing but would not be directly involved with any financial transactions between the Sourcewell member and ChargePoint partner for those services.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis. ChargePoint will provide pricing upon request. In addition, if Sourcewell members are able to require their own shipping carrier upon purchase.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight terms for Alaska, Hawaii and Canada are treated no different the contiguous United States. As described above freight costs are most cost effectively determined at the time of purchase, based on quantity, mode, distribution point and shipping destination so they have not been provided on a line-item basis.

62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique distribution and/or delivery methods or options offered in your proposal.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcwell opportunities appropriately, so they receive the contract pricing and terms. In the event these leads require a pass-through channel or O&M partner, we will ensure the partner is conforming to any contract requirements as well. As sales are made and shipments are processed all Sourcwell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcwell administrative fee can be easily calculated and paid.
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award, ChargePoint will proactively promote the contract. As the industry leader, ChargePoint has experience deploying large scale programs across North America and have the resources necessary to quickly train staff and partners on new initiatives. Here is an outline of our training approach: + Contract Launch: Appropriate stakeholders from ChargePoint will attend this meeting to learn more about best practices and successful deployments. + ChargePoint Project Team Planning: After the contract launch our ChargePoint project team will immediately develop a training presentation and material for sales management, direct sales team, our marketing team, and our partner network. We will seek Sourcwell's input on our planned presentation prior to performing any training sessions. + Training deployment: We will coordinate training sessions for sales management, direct sales teams, our marketing team, and our partner network. We do these trainings often and typically via webinar. The partner training will be separate from our internal trainings. + Training follow up: - o ChargePoint employees: After the initial training we will have follow up webinars with direct sales to make sure this is top of mind. We will share success stories with the team to keep "buzz" going. - o Partner: After initial training, we will have follow-up webinars and email campaigns sent to all partners promoting the contract. We will continue to train them on how to leverage this contract within the markets they cover. We currently host several partner trainings throughout the year and will make sure this is a topic. + Website: We will have a link on the "Current Incentives" page on our website to guide Sourcwell members, ChargePoint employees, and partners to learn more about the award.

66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ChargePoint is well experienced with offering contracted pricing to various public and private entities across the globe. In addition, we operate our business on a world class CRM platform with the ability to easily meet these needs. Upon award, we will leverage our CRM tools to tag any Sourcewell opportunities appropriately, so they receive the contract pricing and terms. If these leads are required to pass through a channel or O&M partner, we will ensure the partner is conforming to any contract requirements as well. As sales are made and shipments are processed all Sourcewell tagged orders will be archived in our CRM system which can easily be queried quarterly for itemized reporting of products and revenue. From this report the Sourcewell administrative fee can be easily calculated and paid.	*
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Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	ChargePoint is the only global charging solution provider that offers a complete range of AC and DC charging solutions for all vehicle types and charging use cases. Charging Equipment Charging stations must be safe, reliable, easy to use and capable of measuring detailed energy usage and enabling managed charging. In support of this RFP, we propose the following EVSEs designed, engineered, and manufactured by ChargePoint to work seamlessly with our software and service portfolio: 1. ChargePoint CPH50: The Home Flex (CPH50) is a residential charging station to support the single-family home market. It provides up charging up to 12kW all linked with a powerful mobile app. 2. ChargePoint CPF50: The preferred AC Level 2 charging station for most fleet applications that are located at a depot/behind the fence. 3. ChargePoint CT4000: A commercial AC Level 2 charging station with additional features ideal for mixed-use applications including fleets, employee workplace, and public access charging. 4. ChargePoint Express CPE250: DC Fast Charging up to 62.5kw (single) or 125kW (paired). Designed with high availability, serviceability, and universal compatibility in mind. 5. ChargePoint Express Plus: Distributed DC Fast Charging from 200 to 350kW across up to 8 charging dispensers. Designed on a modular basis to scale with vehicles and power needs. Please refer to the attached data sheets for additional information on the proposed charging stations. Charging Software ChargePoint's EV charge management software is designed to provide operational visibility and management of the complete charging ecosystem and to enable fleet operators to reduce operating costs, increase operational efficiency, and deliver on their mission critical needs. ChargePoint's cloud-based software includes a full suite of features to manage stations including a dashboard, manage access control, set pricing, collected driver fees, view real-time vehicle charging status and remote diagnostics, and track and analysis all charging sessions at the site. Software plans are available in 1-to-5-year terms and are tailored to the specific station and use case. Services ChargePoint offers a range of services to support our proposed EV charging solutions. This includes: + Assure/Assure Pro: Optional extended and enhanced warranty providing proactive monitoring, coordinated repairs, full coverage of parts and labor, and an uptime guarantee of 98%. + Professional Services: These ala carte services are available depending on the specifics of a given site deployment and the needs of the customer. Services include modeling, preliminary site design and engineering, project management, installation and commissioning, and training. Prices are available on a per project basis based on the scope of work.	*
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ChargePoint is proposing to continue to sell charging hardware, software, and services including maintenance and service for all types of charging use cases.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Description / Comments *	
69	Non-network electric vehicle charging hardware	☐ Yes ☒ No	ChargePoint does not offer non-networked charging solutions given the importance of a network to enable a more positive driver experience and to enable station owners the ability to remotely monitor and adjust operating parameters to optimize the charging experience.	*
70	Network electric vehicle charging hardware	☒ Yes ☐ No	ChargePoint offers the CPF50 and CT4000 level 2 stations for private and mixed-use charging respectively, the CPE250 and Express Plus platform for DC fast charging, and the CPH50 Home Flex for residential level 2 charging.	*
71	Services related to electric vehicle charging hardware (refer to RFP Section II. B. 1. b.)	☒ Yes ☐ No	ChargePoint offers final installation, commissioning, and ongoing maintenance services for all proposed charging hardware.	*
72	Site assessment, site preparation and materials, and installation services related to electric vehicle charging hardware	☒ Yes ☐ No	ChargePoint offers preliminary site design and engineering and final installation services. Additional site construction may also be provided by various ChargePoint channel partners and installation partners.	*
73	Network service provider or operator	☒ Yes ☐ No	Via the ChargePoint Network	*
74	Charge monitoring, reporting, or billing services	☒ Yes ☐ No	Via the ChargePoint Network	*
75	Grid or power management solutions	☒ Yes ☐ No	Via the ChargePoint Network	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe the process for installation of your products or services and explain the method of quotation, as applicable.	ChargePoint offers final installation and wiring of all ChargePoint charging stations. Our local and national network of partners across the U.S. and Canada are trained and certified on the installation of our products through our Training and Certification Program. All of our partners have access to licensed electricians which can also provide additional electrical infrastructure construction as necessary to support station installation. Sourcewell members have the option of using their own licensed electrician for installation of ChargePoint stations. ChargePoint has installation manuals and videos available to help facilitate a successful install. In this case, ChargePoint would need to validate the installation prior to activating an Assure warranty for equipment maintenance and support; this is a simple review and approval of the work performed.
77	If your proposal includes delivery of services by prequalified contractors, describe your method of prequalification. State how prequalified contractors will be identified or selected by Sourcewell Participating Entities in the event of contract award.	ChargePoint uses sub-contractors to provide service, support, installation and validation of charging equipment. ChargePoint has a network of over 40 O&M (operations and maintenance) partners and 2,000 certified installers supporting North America. Our local and national network of partners across the US and Canada are trained and certified on the installation of our products through our Training and Certification Program. To ensure project success, we can work with Sourcewell members and our O&M partner to perform engineering, permitting, and construction services for any type of EVSE. ChargePoint is committed to closely with members to ensure site design, charging station layout, and driver experience meets their desires and expectations.
78	Identify the data collected during the initial installation of your equipment, products, or services. Identify the data collected when your equipment, products, and services are accessed by an end-user.	ChargePoint may use the information we collect from or about you for the following business or commercial purposes, such as uses to: + Process your application to create an account with ChargePoint; + Provide our Service to you, including information, products, and services you request from us that enable you to access our charging stations network; + Process billing functions, including payment of fees; + Notify you of changes to our Website or Service; + Manage and administer your account, including to distinguish between multiple vehicles or users under a single account, and for information regarding charging sessions (e.g., duration, energy consumption, station owner and station data); + Manage and respond to any inquiries, correspondence, concerns or complaints you have sent to us; + Communicate with you regarding the Service; + Enable you to communicate with other users; + Promote and market ChargePoint products and services; + Analyze use of the Service; + Improve any services we provide, and research or develop other products or services; + Keep our Service secure and operational; + Provide value added service, promotions, and pricing; + Fulfill the purposes for which you provided it (such as to help you find a ChargePoint station); + Maintain internal records; + Create or maintain aggregated, anonymized, or de-identified information, which we may use and disclose without restriction; + Investigate, prevent, or take action regarding unlawful or harmful activities, including potential threats to physical safety, potential fraud, and violations of our Terms and Conditions; and/or + Safeguard our and others' rights or property. We may combine any of the information that we collect from you with other information, including information that we obtain from third parties, or with information derived from any other products or services we provide. For example, we may combine personal information you provide us, such as an email address, with information automatically collected about your device.
79	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	ChargePoint leverages Amazon AWS as our hosting provider, with instances located in the United States, Canada, EU (Germany), and Australia. All data generated through the use of charging stations is stored within the appropriate region. ChargePoint is PCI certified by a 3rd party auditor and has SOC2 Type II certification. We are also in the final stages of completing our ISO 27001 certification, which is expected to be completed by end of May 2021. ChargePoint's primary driver support call center is located in Scottsdale AZ. To provide 24/7 driver support, some driver support calls may be routed to our Amsterdam NL support center.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - ChargePoint_Financial Strength & Stability.pdf - Thursday April 22, 2021 10:42:04
 - [Marketing Plan/Samples](#) - ChargePoint_Marketing Plan & Samples.zip - Thursday April 22, 2021 10:17:09
 - [WMBE/MBE/SBE or Related Certificates](#) - ChargePoint_Diversity Policy.pdf - Thursday April 22, 2021 10:33:06
 - [Warranty Information](#) - ChargePoint_Warranty Information.zip - Thursday April 22, 2021 10:09:14
 - [Pricing](#) - ChargePoint response to RFP 042221 - Electric Vehicle Supply Equipment and Related Services_Pricing.xlsx - Wednesday April 21, 2021 23:15:02
 - [Upload Additional Document](#) - ChargePoint response to RFP 042221 - Electric Vehicle Supply Equipment and Related Services_Additional Documents.zip - Thursday April 22, 2021 10:36:46

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sam Ta, Sr. RFP Manager, ChargePoint Holdings, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_EV_Supply_Eqpt_RFP_042221 Thu April 15 2021 05:17 PM	☒	2
Addendum_7_EV_Supply_Eqpt_RFP_042221 Tue April 13 2021 06:10 PM	☒	3
Addendum_6_EV_Supply_Eqpt_RFP_042221 Mon April 12 2021 06:28 PM	☒	2
Addendum_5_EV_Supply_Eqpt_RFP_042221 Tue April 6 2021 08:27 AM	☒	1
Addendum_4_EV_Supply_Eqpt_RFP_042221 Thu April 1 2021 05:07 PM	☒	1
Addendum_3_EV_Supply_Eqpt_RFP_042221 Fri March 26 2021 09:24 AM	☒	1
Addendum_2_EV_Supply_Eqpt_RFP_042221 Mon March 15 2021 06:38 PM	☒	2
Addendum_1_EV_Supply_Eqpt_RFP_042221 Thu March 11 2021 05:32 PM	☒	1

**AMENDMENT #1
TO
CONTRACT # 042221-CPI**

THIS AMENDMENT is by and between **Sourcewell** and **ChargePoint, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Electric Vehicle Supply Equipment and Related Services to Sourcewell and its Participating Entities, effective July 15, 2021, through July 20, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Article 2. Equipment, Products, or Services Section, B. Warranty is deleted in its entirety and replaced with the following:

Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and for a period of one year and consistent with Vendor's Parts Only Warranty (the "Warranty") are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

3. Article 6 Participating Entity Use and Purchasing, A. Orders and Payment is deleted in its entirety and replaced with the following:

To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms as agreed between the Participating Party and Vendor, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

4. Article 8 Report on Contract Sales Activity and Administrative Fee Payment, B. Administrative Fee is deleted in its entirety and replaced with the following:

In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Vendor will submit payment to Sourcewell of 2% multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

5. Article 11 Liability is deleted in its entirety and replaced with the following:

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees, to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees or Vendor's willful misconduct; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications

6. Article 21. Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, Section D. Rights to Inventions Made Under a Contract or Agreement is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 9/27/2021 | 7:22 AM CDT

Approved:

DocuSigned by:
By: Chad Coanette
Chad Coanette, Executive Director/CEO

Date: 9/27/2021 | 7:54 AM CDT

ChargePoint, Inc.

DocuSigned by:
By: Rex Jackson
Rex Jackson

Title: CFO

Date: 9/27/2021 | 7:18 AM CDT

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 8.

ITEM: Consideration and Approval of a revised Interlocal agreement between the Town of Bay Harbor Islands and Miami-Dade County School Board Police Department for placement of a School Board assigned School Resource Officer at Ruth K. Broad, for School Year 2022-2023. Enclosed is a copy of the revised agreement.

DESCRIPTION:

Consideration and approval of a revised Interlocal agreement between the Town of Bay Harbor Islands and Miami-Dade County School Board Police Department for placement of a School Board assigned School Resource Officer (SRO) at Ruth K. Broad. The placement of the County SRO at the school will be at no cost to the Town of Bay Harbor Islands and will serve as additional security with the Town appointed SRO, resulting in two SRO's at Ruth K. Broad for the school year.

RECOMMENDED ACTION:

Approval of the revised Interlocal agreement between the Town and the School Board of Miami-Dade County.

FINANCIAL ANALYSIS:

No cost to the Town. School assigned SRO is fully paid by Miami-Dade County School Board and Miami-Dade County Schools Police Department.

BUDGET IMPACT:

Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

1.	2022-2023 SBLEO MOU - Bay Harbor Islands-2 (003)
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Memorandum of Understanding

School Based Law Enforcement Officers

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, is between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (“the School Board”), through The Miami-Dade Schools Police Department (“MDSPD”) and the Town of Bay Harbor Islands (“BHIPD”), through the Bay Harbor Islands Police Department (also referred to as “Law Enforcement Agency”), together referred to as “the Parties.”

Intent

It is the intent of both parties to enter in to this this Memorandum of Understanding (“MOU”) to provide guidelines as to the roles and responsibilities of the Law Enforcement Agency and the MDSPD regarding the placement of school-based law enforcement officers (SBLEOs) at Miami-Dade County Public Schools (“MDCPS”) as listed in item 9 below and in accordance with the terms set out below.

SBLEO Orientation

The MDSPD is responsible for providing an orientation for SBLEOs that will include information pertaining, but not limited to, MDCPS policies and procedures, lockdown and evacuation procedures, and confidentiality expectations as they relate to state and federal law. Every SBLEO is required to attend the orientation class prior to being assigned to a school site.

Roles and Responsibilities of SBLEOs

1. The primary mission of the SBLEOs is to support the MDSPD by providing a visible deterrent to crime and a safe learning environment for all students and staff.
2. Non-criminal violations of student conduct are the responsibility of school administrators.
3. The Law Enforcement Agency and the assigned SBLEO shall abide by state and federal law and School Board Policies, including The Family Education Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) (otherwise known as “FERPA”), which requires all student information be kept confidential and not disclosed to any third party. Also, The Law Enforcement Agency understands the broad nature of Florida’s Public Records Laws and agrees to act in compliance with Chapter 119 of Florida Statutes. With regard to juvenile information obtained by the Law Enforcement Agency, the Law Enforcement Agency agrees to abide by Florida Statute Section 985.04 and any other applicable state and federal laws.
4. SBLEOs shall adhere to their respective Law Enforcement Agency’s Standard Operating Procedures/General Orders (written policies).

5. The Law Enforcement Agency is responsible for conducting use of force investigations involving their SBLEO.
6. The Law Enforcement Agency and the assigned SBLEO shall abide by state law 1006.07(4) F.S. and be physically present on campus and directly involved in the execution of all active assailant emergency drills.
7. SBLEOs are required to complete mental health crisis intervention training (CIT), as specified in Florida Statute Section 1006.12. Each SBLEO participating in covering schools must, prior to the start of each school year, provide a copy of his/her CIT certificate as proof of completion of CIT to Ms. Corina Putt via email to cputt@dadeschools.net. If the school elects to have the SBLEO participate in threat assessment team meetings, the SBLEO must complete threat assessment training, to be provided by MDSPD or the District.
8. SBLEOs are required to complete Comprehensive School Threat Assessment Guidelines (CSTAG) training, as specified in Florida Administrative Code 6A-1.0018 (10) (e), and participate as a member of the threat assessment team during behavior threat assessments or monthly scheduled threat assessment team meetings conducted at the school.
9. School site administrators are responsible for all personnel at MDCPS school sites. As such, SBLEOs must work cooperatively with school administration. SBLEOs must remain responsive to the chain of command within their respective Law Enforcement Agency and his/her primary supervisor shall be designated by the Law Enforcement Agency.
10. BHIPD agrees that, during the term of the MOU, at least one (1) BHIPD officer shall be present at Ruth K Broad/Bay Harbor K-8 Center, located at 1155 93 Street, Bay Harbor Islands, FL, during the entirety of the school day. Furthermore, MDSPD agrees that one (1) MDSPD officer also be present at Ruth K Broad/Bay Harbor K-8 Center during the entirety of the school day. For the purposes of this MOU, a "school day" is defined as a weekday in which school is in regular session, from the hours of 7:00am to 3:00pm or 8:00am to 4:00pm, and shall not include recess days, legal holidays, teacher planning days, summer days or days in which no students are present at the school, as a result of distance learning, or otherwise.
11. The Law Enforcement Agency agrees to notify the school Principal and MDSPD at least 24 hours in advance if the SBLEO is unable to report for duty or is required to leave the school campus during the school day. Notifications shall be made to Ms. Corina Putt via email to cputt@dadeschools.net.

Force Majeure and Warranties

The Parties shall not be responsible for interruptions of service due to forces of nature, war, manmade disasters or other such acts beyond the control of any the Parties.

Indemnification and Duty to Defend

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement. Furthermore, each party agrees to indemnify the other party as set forth below.

Subject to the limitations of Florida Statutes Section 768.28, BHIPD agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of BHIPD, the Law Enforcement Agency and/or its SBLEOs arising out of or in connection with the provisions of this MOU.

Subject to the limitations of Florida Statutes Section 768.28, the School Board agrees to indemnify, hold harmless and defend BHIPD from and against any and all claims, suits, actions, damages, or causes of action arising out of the intentional wrongdoings or willful negligent acts of the School Board's employees arising out of or in connection with the provisions of this agreement.

Public Records

Both parties understand the broad nature of Florida's public records laws and agree to comply with the laws related to record retention and disclosure, in accordance with Chapter 119, Florida Statutes.

Notifications

Pursuant to 1006.07(9), the District is required to report all incidents occurring on the school campus related to safety and discipline, and does so through MDSPD generated police reports. When the SBLEO learns of an incident which requires him/her to take lawful action and/or write a police report, the SBLEO must call 305-995-2677 (COPS) and report such incident. A MDSPD supervisor will advise the SBLEO and a MDSPD unit will respond to handle the call for service and write a police report, unless otherwise determined. This will not preclude the SBLEO from taking immediate and necessary action during exigent circumstances. The SBLEO must also inform the school principal and/or designee of said action. These incidents may garner significant media attention; therefore, it is imperative MDSPD learn about such incidents from the SBLEO in an expedited manner so MDSPD can make the appropriate notifications within the District. Any other incident which may result in substantial media attention shall be reported by the SBLEO to MDSPD and school site administration. Any reports generated in conjuncture with this term must be categorized as "Assist other Agency."

Term of the MOU

Such activities are fully described herein below for a term concurrent with the School Board's Fiscal Year 2022-2023, which commences on July 1, 2022, and shall continue in full force and effect until June 30, 2023, unless terminated prior thereto by any or all of

the parties herein. Under no circumstances may this Agreement be renewed, amended, or extended except in writing and executed by both parties.

Each party reserves the right to terminate this MOU without cause by giving thirty (30) days written notice to the other party.

The addresses for The School Board for all purposes under this agreement and for all noticed hereunder shall be:

The School Board: The School Board of Miami-Dade County, Florida
Attn: Dr. Jose L. Dotres, Superintendent
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to: The Miami-Dade Schools Police Department
Attn: Chief Edwin Lopez
3300 NW 27th Avenue
Miami, FL 33142

With a copy to: The School Board of Miami-Dade County, Florida
The School Board Attorney's Office
Attn: Walter J. Harvey, School Board Attorney
1450 NE 2nd Avenue, Suite 430
Miami, FL 33132

The addresses for BHIPD for all purposes under this agreement and for all noticed hereunder shall be:

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
ATTN: Maria Lasday, Town Manager

With a copy to:

Joseph S. Geller. Esq.
Greenspoon Marder, LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA	TOWN OF BAY HARBOR ISLAND
BY: _____ Dr. Jose L. Dotres Superintendent of Schools or Designee	BY: _____ Joshua D. Fuller Mayor

SUBMITTED BY: Edwin Lopez <i>Date</i> Chief of Police APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO THE SCHOOL BOARD CONTINGENT UPON EXECUTION OF A WAIVER Assistant School Board Attorney <i>Date</i>	APPROVED AS TO FORM AND LEGAL SUFFICIENCY AS TO LAW ENFORCEMENT AGENCY Joseph S. Geller, Esq. <i>Date</i> Greenspoon Marder, LLP Town Attorney
OFFICE OF RISK AND BENEFITS MANAGEMENT Michael G. Fox <i>Date</i> Risk and Benefits Officer	BAY HARBOR ISLANDS POLICE DEPARTMENT Lindsley Noel <i>Date</i> Acting Chief of Police

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 9.

ITEM: Consideration and Approval of a Resolution regarding Budget Amendment No. 2 to the FY 2021-2022 Budget. Attached is a copy of the proposed Resolution with supporting documents.

DESCRIPTION:

Consideration and approval of a Resolution regarding Budget Amendment No 2 to the FY 2021-2022 Budget. Attached is a copy of the proposed Resolution with supporting documents.

PREVIOUS MEETING VOTE:

N/A

RECOMMENDED ACTION:

None

FINANCIAL ANALYSIS:

Increase in revenues in the amount of \$234,722 and expenditures in the amount of \$234,722.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
ARP Grant Revenues	08/10/2022	\$234,722	001.9990.331100.000	ARP Grant Revenues	\$234,722
ARP Grant Expenditures	08/10/2022	\$0.00	001.5130.400063.000	ExecuTime	\$16,000
ARP Grant Expenditures	08/10/2022	\$0.00	001.5135.400063.000	BHI & BHIPD Virtual Server	\$75,000
ARP Grant Expenditures	08/10/2022	\$0.00	001.5190.400063.000	Building and IT Capital Projects	\$80,722
ARP Grant Expenditures	08/10/2022	\$0.00	001.5720.400091.000	Transfer to Capital Projects Fund	\$63,000

Submitted By: Peter Kajokas, Finance Director
Maria Lasday, Town Manager

ATTACHMENTS

1.	Budget Amendment No 2 Memo
2.	Resolution for 2021-2022 Budget Amendment No 2_8.10.2022
3.	Budget Amendment_No 2 Worksheet Attachment A



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: AUGUST 10TH, 2022
TO: HONORABLE MAYOR, VICE-MAYOR, AND MEMBERS OF THE TOWN COUNCIL
FROM: MARIA LASDAY, TOWN MANAGER
RE: FY 2021/2022 BUDGET AMENDMENT ORDINANCE NO. 2

The State of Florida, the Charter of the Town of Bay Harbor Islands, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering encumbrances for which there is insufficient appropriations.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to adjust funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2021/2022 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed the FY 2021/2022 budget actual revenues and expenditures and recommends the following changes:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Increase the Town of Bay Harbor Federal Grant-General Government revenues by \$234,722 to account for additional American Rescue Plan Act of 2021 COVID19 Relief funds ("ARP") which was passed by Congress and signed into law by President Joe Biden on March 11, 2021.

2. Appropriate \$16,000 in Improvements (Excl. Buildings) in Finance & Administration department for additional Biometric Time Clocks – the Town wide payroll system ExecuTime implementation.
3. Appropriate \$75,000 in Improvements (Excl. Buildings) expenditures for Information Technology department to replace Bay Harbor Islands general and police Virtual Servers.
4. Appropriate \$80,722 in Improvements (Excl. Buildings) for Public Buildings department expenditures for other Building and IT departments capital outlay projects.
5. Appropriate \$63,000 in Transfers to Other Funds expenditures in Parks & Recreation department for transfer of ARP Funds to the Capital Projects Fund.

CAPITAL PROJECTS FUND (Attachment A)

The Capital Project Fund is being amended to:

1. Increase \$63,000 in Transfer from General Fund Revenues received from the ARP grant proceeds for the capital outlay projects.
2. To increase \$63,000 Improvements (Excl. Buildings) expenditures for Law Enforcement acquisition of Police vehicle radios, firearm replacement program and LifeScan digital fingerprinting hardware/software.

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF BAY HARBOR ISLANDS, FLORIDA, APPROVING
BUDGET AMENDMENT NO. 2 FOR THE FISCAL YEAR
2021/2022 BUDGET; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, on September 29th, 2021, the Town Council of the Town of Bay Harbor Islands (the “Town”) adopted Resolution No. 2243 approving the Budget for Fiscal Year 2021/2022 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to (i) increase Federal Grant – General Government revenues, \$234,722 to account for American Rescue Plan Act of 2021 COVID19 Relief funds (“APR”) which was passed by Congress and signed into law by President Joe Biden on March 11, 2021; (ii) Appropriate \$16,000 in Improvements (Excl. Buildings) in Finance & Administration Department for additional Biometric Time Clocks – the Town wide payroll system ExecuTime implementation; (iii) Appropriate \$75,000 in Improvements (Excl. Buildings) expenditures for Information Technology Department to replace Bay Harbor Islands general and police Virtual Servers; (iv) Appropriate \$80,722.00 in Improvements (Excl. Buildings) expenditures for Public Buildings Department expenditures for other Building and IT departments capital outlay projects; (v) Appropriate \$63,000.00 in Transfers to Other Funds expenditures in Parks & Recreation Department for transfer of ARP Funds to the Capital Projects Fund.

WHEREAS, the Capital Project Fund is being amended (i) to increase revenues in Capital Project Fund Balance in the amount of \$63,000.00 for the Transfer from General Fund Revenues received from ARP Grant proceeds and Transferred In; (ii) to increase appropriations in the amount of \$63,000.00 for Improvements (Excl. Buildings) expenditures for Law Enforcement acquisition of police vehicle radios, firearm replacement program and LifeScan digital fingerprinting hardware/software; and

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund to comply with Florida Statutes and the Town’s commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

WHEREAS, the Town Commission desires to amend the Fiscal Year 2021/2022 budget by amending the General Fund as set forth in Attachment “A” attached hereto; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Approval of Budget Amendment No. 1. The Town Council hereby approves the 2021/2022 fiscal year Budget Amendment No. 2 as provided for above and set forth in Attachment “A” attached hereto.

Section 3. Severability. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be in full force and take effect upon its passing and adoption.

PASSED on First Reading this 10 day of August, 2022.

TOWN OF BAY HARBOR ISLANDS

By: _____
Joshua D. Fuller, Mayor

ATTEST:

Yvonne Hamilton,
Town Clerk

APPROVED AS TO FORM:

Greenspoon Marder, LLP
Town Attorney
Joseph Geller, Esq.

Inclusions

EXHIBIT “A”

Town of Bay Harbor Islands, Florida
Amendments to the 2021-2022 Budget
Attachment A

Fiscal Year 2021/2022

Budget Amendm. No. 2

Fund Nos. 001 General Fund
301 Capital Projects Fund

Account Number	Account Description	Justification	Original/Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001.9990.331100.000	Federal Grant-General Government	To increase revenues to account for American Rescue Plan (ARP) funds from Federal Government	\$ 1,216,000.00	\$ 234,722.00	\$ -	1,450,722.00
TOTAL	GENERAL FUND REVENUES			\$ 234,722.00		
EXPENDITURES						
001.5130.400063.000	Improvements (Excl. Buildings)-Finance & Ad	To appropriate expenditures funds for Biometric Time Clocks, Town Wide	-	16,000.00	-	16,000.00
001.5135.400063.000	Improvements (Excl. Buildings) - Information Te	To appropriate expenditures for replacement of BHI and BHIPD Virtual Servers.	-	75,000.00	-	75,000.00
001.5190.400063.000	Improvements (Excl. Buildings) - Public Build	To appropriate expenditures for other Building & IT Department capital outlay	-	80,722.00		80,722.00
001.5720.400091.000	Transfers to Other Funds-Parks & Recreation	To budget the Transfer of ARP Funds to the Capital Projects Fund.	867,986.65	63,000.00	-	930,986.65
TOTAL	GENERAL FUND EXPENDITURES			\$ 234,722.00		
CAPITAL PROJECTS FUND						
301.9990.381000.000	Transfers from General Fund	To increase revenues to account for transfer from General Fund	564,800.00	63,000.00		627,800.00
TOTAL	CAPITAL PROJECTS FUND REVENUES			\$ 63,000.00		

		To increase Improvements (Exlc. Buildings) appropriations for purchase of Police Vehicle radios, firearm replacement and LifeScan				
301.5210.400063.000	Improvements (Excl. Buildings)		\$ 234,000.00	\$ 63,000.00		\$ 297,000.00
TOTAL	CAPITAL PROJECTS FUND EXPENDITURES			\$ 63,000.00		

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 10.

ITEM: Consideration and Approval of a revised Memorandum of Understanding (MOU) in regards to funding for the Town of Bay Harbor Islands appointed School Resource Officer at Ruth K. Broad for School Year 22-23.

DESCRIPTION:

The School Board has recently agreed to fully fund a School Board assigned School Resource Officer for Ruth K. Broad for the upcoming school year. Aside from the School Board assigned SRO, the Town and surrounding municipalities have agreed it is in the best interest of all municipalities and for the additional safety of the children who attend Ruth K., that the municipalities continue to fund our own Town appointed SRO, Officer Brilliant. Officer Brilliant knows the ins and outs of our school, its families, and is an integral part of keeping our kids safe. Having the presence of two SRO's at Ruth K. is indeed beneficial for the safety of our community and our children.

The total annual cost of the Town appointed SRO's salary is approximately \$63,022, which would be equally shared by three (3) municipalities (Bay Harbor, Bal Harbor and Surfside) for a total of \$21,007.33 each.

The Town Manager seeks approval from the Town Council to enter into the revised MOU with surrounding municipalities to fund our Town appointed SRO at Ruth K. The Town Manager seeks approval in substantial form for the attached SRO MOU amongst the municipalities.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The total annual cost of the Town appointed SRO's salary is approximately \$63,022. This amount is already budgeted in next year's budget.

The Town SRO's salary would be equally shared 3 municipalities (Bay Harbor, Bal Harbor and Surfside) for a total of \$21,007.33 for each.

BUDGET IMPACT:

Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

1.	2022 School Resource Officer SRO MOU Bay Harbor Bal Harbour Surfside -7-29-22
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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF SURFSIDE, THE
VILLAGE OF BAL HARBOUR, AND THE TOWN
OF BAY HARBOR ISLANDS**

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2021 by and between The Town of Surfside ("Surfside"), The Village of Bal Harbour ("Bal Harbour") and the Town of Bay Harbor Islands ("Bay Harbor Islands"). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School ("School") which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board ("School Board") in which the School Board will provide their own School Resource Officer ("SRO") at Ruth K. Broad; and

WHEREAS, in addition to the School Board's assigned SRO, the Town of Bay Harbor Islands will provide an additional SRO at Ruth K. Broad that will serve to further protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

WHEREAS, the Parties understand and agree that the cost of the Town of Bay Harbor Island's appointed Resource Officer will be approximately \$63,022.00, per year; and

WHEREAS, the Parties wish to equally share the cost of the Town appointed SRO. The equal share of the cost is \$21,007.33 for each of the parties (municipalities) involved; and

WHEREAS, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, and Bay Harbor Islands.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Parties agree to equally share the Excess Cost of the Resource Officer. ¹
3. Within thirty (30) days after the end of the school year, Bay Harbor Islands shall prepare and send Surfside and Bal Harbour an invoice identifying the hours worked by the Town appointed

¹ The anticipated Town appointed Resource Officer expense is \$63,022.00 divided by 3 (Bay Harbor / Bal Harbour / Surfside) equals \$21,007.33 each.

Resource Officer, the total cost of the Town appointed Resource Officer, and each Party's equal share of the Cost ("Invoice"). Surfside and Bal Harbour shall pay their equal share of the Cost within thirty (30) days of their receipt of the Invoice.

4. Bal Harbour and Surfside's obligations under this MOU are solely limited to their financial contribution of approximately \$21,007.33 each. Nothing in this agreement permits, and Bal Harbour and Surfside do not have the ability to exercise, any control over any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any Resource Officer(s) employed by Bay Harbor Islands. Under no circumstance shall this MOU provide the basis for any claim that: a) the Town appointed Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a "joint employer" of the Town appointed Resource Officer or are in any way responsible for the actions or inactions of the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Town's appointed Resource Officer and payment of salary, wages, and fringe benefits, if any, to the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for any employment-based claims made by the Town appointed Resource Officer, including claims for the payment of salary, wages, fringe benefits, and for unlawful termination, and for any claims based on the employee's actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.
5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express written consent of the Parties.
6. The Parties have had the opportunity to consult with legal counsel of their choosing.
7. The Parties signify their agreement with this MOU by affixing their signatures below.
8. This MOU shall become effective the date on which it is fully ratified by the Parties ("Effective Date"). The term of this MOU shall run concurrently with the term of Bay Harbor Island's Memorandum of Understanding with the School Board, a copy of which is attached hereto as Exhibit "A."

Town of Bay Harbor Islands, Florida

By: _____
Maria Lasday, Town Manager

Date: _____

Town of Surfside, Florida

By: _____

Date: _____

Village of Bal Harbour, Florida

By: _____

Date: _____

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 11.

ITEM: Discussion for the purpose of hearing public comments with respect to an application for a variance from Section 23-12(6)(b)(iii); Section 23-12(8); Section 23-12(6)(v) and Section 23-12(6)(a)(x) of the Town Code to construct a boat dock facility. The application for a variance is being requested by the property owner BH Investment, LLC for the property located at 1135 103 Street, Tract F, Bay Harbor Islands, Florida. Enclosed is a copy of the variance application and other supporting documents.

DESCRIPTION:

On December 20, 2021, the Office of the Town Clerk received a variance application from Akerman, LLP representing BH Investment, LLC ("property owner") in order to construct a boat dock facility. The property owner / applicant is seeking variances from the following sections:

- * Variance from Section 23-12(6)(a)(iii) limiting the projection of docks to no more than 25 feet from the face of the seawall cap at this location. The applicant is requesting a tiered / graduated scale beginning with the side outermost docks starting at 26 feet - 30 feet from the seawall and extending out about 45 +/- feet from the seawall with the farthest out docs staring about 53.5 feet from the seawall and extending out a maximum of 73.5 feet from the seawall.

- * Variance from Section 23-12(8) limiting the projection of mooring piles to no more than 40 feet from the face of the seawall cap for this location. The applicant is requesting a tiered / graduated scale beginning about 66 feet from the seawall with the farthest out pilings at about 89.5 from the seawall.

- * Variance from Section 23-12(6)(a) (v) limiting the width of docks which extend more than 8 feet from the seawall cap to 4 feet in width. The applicant is requesting that some portions of the docks be 6 feet in width so as to accommodate fire hose boxes / fire personnel access.

- * Variance from Section 23-12(6)(a)(x) allowing for further projections, through the use of a variance granted by the Town Council, if DERM / other review agency requires alterations to the above limitation die to environmental / other reason. Approval shall be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site.

Miami Dade County RER-Natural Resources Division has granted a preliminary approval for the proposed boat dock facility, subject to Town Council's approval.

Enclosed is a copy of the proposed variance application and other supporting documents.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:**BUDGET IMPACT:**

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

1.	May 12, 2022 Letter to Town Council, Valero Morabito, CEO of Morabito Properties (1)
2.	ONDA Dock Presentation
3.	Letter of Intent
4.	Variance Application 1135 103 Street
5.	BHI ONDA Dock Variance Rev TC Staff Report June 2022
6.	BH Investment Certificate of Formation
7.	BH Investment Deed
8.	Dock Plans and Site Survey
9.	2021.07.02 1135 103 St. Bay Harbor Island Tract F, 06.30.2021-24x36 DS (1) (1)

May 12, 2022

Honorable Mayor and Council
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: Onda Dock Project - 1135 103rd Street, Bay Harbor Islands, FL

Dear Honorable Mayor and Council Members,

As you know, we are seeking approvals for a boat docking facility at Onda Residences, a 41-unit boutique ultra-luxury condominium development that my partner, Ugo Colombo of CMC Group, and I are developing at 1135 103rd Street. We are writing to clear the air regarding some misleading statements and rumors swirling around the building's dock and to make sure the community is fully aware of our plans in advance of the next meeting.

First and foremost, Onda's dock will not be a commercial "marina." It will be a residents-only facility where the condominium's owners can periodically dock their personal boats, in the same way that any waterfront property owner in Florida has the right to do. We have no issue with the operational conditions that guide this type of use; there will be no liveaboard vessels, no party boats, and outside users allowed. Onda's future residents—most of whom will not have access to a boat slip—are purchasing luxury residences in a small, boutique building on the waterfront with the expectation of having a safe, quiet, and minimally intrusive dock in their backyard – a common amenity for waterfront condominiums of this caliber.

Secondly, we have been adhering to the environmental permitting processes on this dock over the past three years. The resulting design is based on close involvement with Miami-Dade County's DERM, the FDEP, and the U.S Army Corps of Engineers. Each of these agencies has conceptually approved the project. We have requested no exemptions or waivers from compliance with any of their criteria, and cannot begin construction until all final permits are issued.

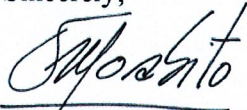
A variance application with the Town is required for the precise purpose of protecting the sensitive resources of Biscayne Bay, in the manner DERM specifies for this dock. The Bay floor is extremely shallow at this location, and we are not allowed to dredge. Therefore, the boat slips must be farther away to obtain adequate water depth. The Town's Code recognizes this as a specific justification for a variance. Extending the docking platforms into the water also allows for the maximum avoidance of protected marine species, which include both coral and seagrass. The dock uses grated decking to allow for sunlight to transmit to the bay bottom and allow

additional seagrass growth. And the overall dock surface area is limited to the greatest extent possible, leaving most of the space as open water with narrow accessways to boat slips.

We are committed to respecting the Biscayne Bay environment, which is what first attracted us to this site. No public access to the Bay will be taken away by the dock project. In terms of the upland, the Town does not allow publicly accessible baywalks, and our rear yard configuration was approved by the County's Shoreline Development Review Committee. In the Bay, even after installation of the Onda boat slips, over 1,000 feet of open water will remain between the Onda dock and the nearest land. Finally, this dock complies with all side setback requirements and requires no variance based on distance from neighboring properties. We have pushed the dock as far as possible from the property line to the west (a *minimum* of 30 feet setback), and the property owner to the east has issued a letter of support for our project.

Our team is coordinating a series of informational workshops at our on-site sales gallery (10301 E. Bay Harbor Drive, Bay Harbor Islands, FL 33154). The meetings will take place on **May 18th and June 1st, beginning at 4:30 PM.** We'd like to invite the community to hear a more detailed presentation on the dock project and ask questions they may have. We then look forward to returning to the Town Council in June for our hearing.

Sincerely,

A handwritten signature in black ink, appearing to read "Valerio Morabito", written over a horizontal line.

Valerio Morabito
CEO of Morabito Properties

cc: Maria Lasday, Town Manager
Yvonne Hamilton, Acting Town Clerk

Onda Bay Harbor Docking Facility

March 2022

BH INVESTMENT LLC





Project Background

- Onda is a new luxury residential project with 41 units developed by CMC Group and Morabito Properties
- 80% of the units have been pre-sold, and the building is currently under construction
- Onda is proposing a docking facility with a maximum of 15 boat slips (most residents will not get a slip)





Basis for Design

- Tiered dock configuration required by environmental agencies (federal, state, county)
- DERM will not allow boat slips within 30' from the seawall due to shallow water depths and existing marine life



Resulting Benefits

- Preservation of corals and seagrass and no dredging of the bay bottom
- Ample room for safe navigation
- A natural barrier to passing vessels and reduced wake impacts to seawalls



Operating Rules and Regulations

The dock will be a clean, quiet, and safe facility consistent with the other residential amenities

- Use limited to Onda residents only (no 3rd party rentals)
- No liveaboard or overnight stays
- No fueling facilities
- No jet skis or floating docks
- No boat lifts
- No commercial or transient (short stay) vessels
- No party boats or food/alcohol service

Size of the Vessels

Size limited to 35 feet for 11 of the 15 slips

Only 4 vessels on the outer finger have a size of 45 to 50 feet

- Restrictions will be enforced by both the Town and DERM
- Onda condo declaration also imposes the restrictions above



Comparable Projects



1135 103rd STREET DOCKING FACILITY PROJECT

Bay Harbor Islands, Florida

CLIENT:

BH INVESTMENT, LLC
c/o MR. VALERIO MORABITO
1691 Michigan Ave
Suite 440
Miami Beach, FL 33139

ENVIRONMENTAL CONSULTANT:

OCEAN

CONSULTING, LLC

340 Minorca Avenue, Suite 7
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:

DYNAMIC ENGINEERING
SOLUTIONS, INC.

351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060

Office - 954-545-1740

Fax - 954-545-1721

SEAL / SIGNATURE / DATE

This document has been electronically signed and sealed
by John H. Omslaer, P.E. on using a SHA-1
authentication code. Printed copies are not considered
signed and sealed and the SHA-1 authentication code
must be verified on any electronic copies per rule
62-30.960, F.A.C.

John Omslaer
PE 52733, CA 26829

PERMIT DRAWINGS

Issue # Issue Date

① February 23, 2022

PROJECT: 16-5865

COMPARISON OF
WATERWAY WIDTH

SCALE: AS SHOWN
SHEET NO.

P-1



Conclusions

- Onda is committed to run a safe, silent, and state of the art docking facility
- The interests of Onda residents for a properly run facility are aligned with its neighbors
- Variances necessary to avoid disturbing the sensitive bay environment
- Most conducive site for this dock extension of any property on the East Island





Nicholas J. Barshel

Akerman LLP
Three Brickell City Centre
98 SE 7th Street, Suite 1100
Miami, FL 33131
Tel: 305 982 5538
nicholas.barshel@akerman.com

December 20, 2021

Honorable Mayor and Council
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: Variance Hardship Letter - Dock for Onda Project (1135 103rd Street)

Dear Honorable Mayor and Council Members,

Akerman LLP represents BH Investment LLC ("Owner"), which owns the property located at 1135 103rd Street on the northern tip of the East Island of Bay Harbor Islands ("Property"). Owner is currently developing an eight-story luxury residential building with 41 condo units on the Property, which was previously approved by the Town ("Onda"). Owner is now seeking approvals for a dock facility to serve Onda residents in Biscayne Bay ("Dock").

Enclosed herein are plans for the Dock and our application materials for certain variances from the Town's dock regulations set forth under Town Code Section 23-12(6). Owner must obtain variances from the maximum length of dock and pile projections into Biscayne Bay to avoid negative environmental impacts (disturbing the bay bottom and seagrass) and to allow adequate clearance for necessary fire suppression equipment on the Dock. Owner's responses to the hardship criteria for variances under Town Code Section 2-17(b) are included below.

A. Property Background

The Property is approximately 1.2 acres in size and is currently vacant, as Owner prepares for construction of the Onda project on the uplands. The Property is one of the six largest platted tracts (A-F) on the East Island, located on the northern and southern tips. As these sites are considerably larger than other multifamily residential lots in the Town (and abut long stretches of waterfront), they are zoned RM-3 and include appropriate development criteria for this nature. Additionally, unlike the southern tip of the East Island, the Property directly abuts a broad stretch of open water in Biscayne Bay, and vessel navigation is not confined as it is for other properties in the Town located along Indian Creek or the Bay Harbor Waterway.

Onda was inspired directly by this waterfront setting, and the façade is designed with a nautical style including fluid lines interrupted by a series of ripples, invoking a wave crossing calm seas. The building will include luxury amenities for its residents that include a rooftop pool with sweeping views of Biscayne Bay and direct access to the water from the Dock. The Onda project was approved by the Town's Planning and Zoning Board on May 7, 2019 (*Resolution No. 2174*).

B. Proposed Dock

Owner has submitted permit applications for the Dock to the Town, Miami-Dade County's Department of Environmental Resources ("DERM"), the Florida Department of Environmental Protection ("FDEP"), and the U.S. Army Corps of Engineers ("Corps"). These agencies review potential environmental impacts, including on endangered and threatened marine species.

The Dock is specifically designed to avoid marine species and the sensitive bay bottom, in accordance with agency permitting criteria. The Dock follows the curvature of the Property and includes 2,284 square feet of total surface area, which is comprised of a series of narrow accessways with mooring piles to allow up to 15 vessels to moor at the Dock. On July 30, 2019, DERM staff conducted a biological assessment of the Property and noted the presence of benthic resources (seagrass) and shallow water depths. The "tiered" shape of the Dock resulted to meet DERM environmental regulations. The DERM biological assessment is attached as **Exhibit A**.

To avoid protected seagrasses and to provide adequate depths for vessels without disturbing the bay bottom by dredging, DERM is requiring 4 of the slips at the Dock (27%) to begin a minimum of 53.5 feet waterward of the seawall at the Property. The other 11 slips are closer to the shoreline (30 feet waterward) because adequate water depth already existed. Otherwise, DERM had no objection to construction of the Dock at this location, and found that the number of proposed boat slips is consistent with the County's Manatee Protection Plan.¹ The letter from DERM setting forth these design requirements for the Dock is attached as **Exhibit B**.

Finally, the Dock is set back 30 feet from the west boundary of the Property and 11.5 feet from the east boundary. Due to the curvature of the Property, the west setback becomes larger as the Dock extends out into Biscayne Bay. Although the Dock side setbacks both comply with Town Code Section 23-12(6)(a)(vii), DERM required the neighbor to the east approve the Onda dock project due to its proximity to that property line. Owner obtained written consent from this neighbor on August 30, 2021. This neighbor consent for the Dock is attached as **Exhibit C**.

C. Town Code Regulations

Pursuant to Town Code Section 23-12, the Town has local development regulations that apply to docking facilities in addition to the DERM, FDEP, and Corps environmental permitting criteria. Based on the existing sensitive environmental conditions discussed above, the Dock cannot comply with three of these Town regulations, which are set forth in the table below:

¹ In addition, DERM issued its preliminary approval of the submitted plans for the Dock on December 10, 2021.

Code Section	Town Regulation	Amount	Provided
23-12(6)(a)(iii)	Maximum projection of dock into bay	25'	73.5'
23-12(6)(a)(v)	Maximum width of dock beyond 8' from seawall	4'	6'
23-12(8)	Maximum projection of mooring piles into bay	40'	89.5'

Except for the instances noted above, the Dock complies with the regulations in Town Code Section 23-12. The boat slips also comply with the required distance between docks and mooring piles (15 feet), but must exceed the maximum projections because the slips begin farther into the bay to have adequate water depth. Regarding the dock width, 11 of 14 total accessway spans (79%) are in compliance with the 4-foot dock width requirement in Town Code 23-12(6)(a)(v). Only the 3 walkways closest to the shore are 6 feet wide because they must include fire hose cabinets and a safe working clearance in front of the cabinets for fire department personnel.

D. Variance Hardship Criteria

Pursuant to Town Code 2-17(b), there are six (6) criteria by which requests for variances must be evaluated by the Town Council. These criteria are listed below, along with the Owner's responses to each. Our responses prove that the requested Dock variances are not contrary to the public interest and a literal enforcement of the Town's regulations would instead result in unnecessary and undue hardship on Owner, and therefore the variances should be granted.

1) The nature and type of hardship.

The hardship is based entirely on existing marine environmental conditions surrounding the Dock, which is identified by the Town as a valid justification for a variance. Pursuant to Town Code Section 23-12(6)(a)(x), DERM may require alterations to the Town's dock regulations "because of shifting underwater land elevations and/or environmental characteristics in Biscayne Bay...." At the Property, DERM requires 4 slips to begin a minimum of 53.5 feet waterward of the seawall and the other 11 slips to begin at least 30 feet out to obtain the required water depth for vessels to avoid disturbing the bay bottom during dock construction or while in operation.

2) The circumstances which caused the hardship, and that make the hardship peculiar to the property in question or to such a small number of properties that may clearly constitute marked exceptions to the property in the neighborhood.

The Property is uniquely well-suited for multifamily residential boat slips in Bay Harbor Islands. The entire West Island is zoned for single family homes. And many lots on the East Island abut the Bay Harbor Waterway or Indian Creek, which physically restricts docks from projecting beyond the Code maximum of 25 feet, because it would impede or totally block navigation in narrow boat channels. This includes the waterways adjacent to the RM-3 properties on the southern tip of the East Island, which are each less than 400 feet wide. In contrast, the RM-3 tracts on the northern tip of the East Island abut the open waters of Biscayne Bay and could

support longer docks without impeding any boat navigation. Despite this, the Town Code does not distinguish maximum dock projections based on the widely varying width of waterways surrounding the outside of the Town (not including Bay Harbor Waterway). When compared to other properties subject to the same dock regulations, this constitutes a hardship for Owner.

3) The circumstances which show that the variance is required in order to preserve a substantial property right of the applicant. The substantial property right does not include the fact that the applicant might be denied some opportunity to use the subject property in a more profitable way or to sell it at a greater profit than is possible under the terms of the ordinance. An applicant-property owner is entitled only to a reasonable use of the subject property.

As part of their riparian rights, waterfront property owners in the State of Florida have a legal right to access an abutting waterbody with boats. Because of DERM environmental protection regulations, no boat slip could be closer than 30 feet to the seawall at the Property, and 27% of the slips must begin a minimum of 53.5 feet out. Although it remains far short of providing each of the 41 unit owners at Onda with a boat slip, 15 slips is a reasonable use for a building of this size and this amount is explicitly permitted at the Property under the County's Manatee Protection Plan. If not for the unique environmental characteristics of the site, all 15 boat slips could be constructed along the seawall in compliance with the Town Code. Instead, applying the Town dock regulations literally to the Property would not allow any boat slips for the Onda residents, which is an unreasonable restraint on the riparian rights of Owner.

4) The circumstances establishing that any alleged hardship is not self created by any person having any interest in the subject property or is not the result of mere disregard for or ignorance of the provisions of any ordinance.

Owner did not create the existing marine environmental characteristics of the site in the open waters of Biscayne Bay immediately adjacent to the Property, namely shallow water depths and habitat for an extensive variety of marine life. And Owner is not disregarding provisions of any regulation—rather these variances are required to comply with permitting criteria from DERM, FDEP, and the Corps that relate to protecting marine life and habitat in dock projects.

5) The circumstances under which the ordinance to which the variance is sought shall be modified as little as possible so that the substantial intent and purpose of the ordinance or regulations contained therein shall be preserved.

All boat slips are located the minimum distance from the seawall that DERM will allow to provide adequate water depths and avoid impacting marine life on the bay bottom, ranging from 30 to 53.5 feet out from the Property boundary. The decks and mooring piles are configured to provide access to these boat slips and safely secure vessels with as little over-water area as possible. Because the finger piers and parallel Dock sections do not require fire suppression equipment, they also are in compliance with the Town requirement for dock width under Code

Section 23-12(6)(a)(v). The three accessways connecting the Dock to the Property exceed the 4 foot requirement by the minimum amount possible (6 feet wide) to provide adequate clearance for fire department personnel to operate fire hose cabinets while standing on the Dock.

6) The circumstances under which it can be established that a variance will not result in substantial detriment to adjacent property, or the surrounding neighborhood, and will not be materially detrimental to the public welfare.

Approval of the requested Dock variances will not be detrimental to Owner's neighbors or to the public welfare. The Dock will not pose any navigational hazard because it abuts wide and open waters of Biscayne Bay, unlike most other Bay Harbor Islands properties. The DERM-required configuration of the boat slips will prevent negative environmental impacts, and the 6-foot-wide access piers will allow fire department personnel to safely respond to any future emergency at this site. The Dock is setback significantly from the neighboring property to the west (30 feet), and the boat slips are further away due to the curved nature of the Property. The Dock is also setback 11.5 feet from the neighboring property to the east, and that owner has approved the Dock design. Finally, the boat slips will be solely for the use of Onda residents and will not bring any commercial uses or high intensity activities to this residential neighborhood.

E. Conclusion and Request for Variances

In summary, the Owner is requesting the minimum variances from the Town Code required to construct the Dock for Onda in compliance with DERM and other environmental permitting criteria. We submit that extending the Dock further into open waters of Biscayne Bay is highly preferable to harming marine life and habitat in shallow waters closer to the Property. The Dock will not be materially detrimental to the public welfare, and is intended only to serve the residents of Onda. Due to the unique environmental characteristics of the bay bottom at this site, literal interpretation of Town Code regulations would result in unnecessary hardship on the Owner, by effectively preventing any boat slips from being built behind the Property. Therefore, we respectfully request that the Town Council approve the variances for the Dock.

Sincerely,



Nicholas Barshel

Enclosures

cc: Maria Lasday, Town Manager
Alba Chang, Town Clerk
Michael Miller, Town Planner

Exhibit A

Exhibit B



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6567 F 305-372-6407

miamidade.gov

August 8, 2019

BH Investment, LLC
c/o Valerio Morabito, Manager
1691 Michigan Avenue
Suite 440
Miami Beach, Florida 33139

Re: Class I Permit Application CLI-2019-0308: BH Investment, LLC – Dock located at 1135 103rd Street, Bay Harbor Islands, Miami-Dade County, Florida. (Folio No. 13-2227-001-6770)

Dear Mr. Morabito:

Please accept this letter in response to your submittal of a Class I permit application for the above referenced property. DERM staff has conducted a biological assessment and has the following recommendations to continue processing your permit application.

During the biological assessment staff documented debris in tidal waters (i.e. tree, dock debris). Pursuant to the Code of Miami-Dade County (Code), it shall be unlawful for any person to dispose of solid wastes or any other wastes into the waters of this County. The debris must be removed from tidal waters upon receipt of this letter. **Failure to remove the debris upon receipt of this letter may result in enforcement action by DERM without further notice.**

Staff also documented unauthorized dock piles on-site. A review of DERM's records indicates that said dock piles were installed without the required Class I permit. Based on the proposed scope of work, the unauthorized dock piles will be removed. DERM does not intend to pursue enforcement action for the unpermitted dock piles at this time provided they will be removed. However, repair or replacement of the existing structures will require a Class I permit. **Failure to obtain a Class I permit for any such work may result in enforcement action by DERM without further notice.**

Additionally, two pipes that discharge to tidal waters were documented on-site. Pursuant to the Code, it shall be unlawful for any person to dewater or to discharge sewage, industrial wastes, cooling water and solid wastes, or any other wastes into the waters of this County, including but not limited to surface water, tidal salt water estuaries, or ground water. **The pipes must be removed, sealed or reconfigured to drain on the uplands upon receipt of this letter.**

Recommendations for Class I permits are based on several evaluation factors including, but not limited to, a project's consistency with the Miami-Dade County Manatee Protection Plan (MPP). Pursuant to the MPP, the project site is located within an area recommended for "Motorboat Density and Various- Water Dependent Uses as Determined by Existing Zoning or Environmental Regulations". Based on the existing site conditions DERM has no objection to the creation of a docking facility, provided that the proposed slip areas for the vessels with a 4 foot draft are modified to be located in an area with adequate water depth of 6 feet Mean Low Water datum and impacts to resources are avoided and minimized. The number of slips depicted on the sketches and the number of slips listed on the application are not consistent. Please clarify the total number of proposed slips, submit revised sketches that depict the proposed slips in area that avoid and minimize impacts to benthic resources and locate the slips for the 4 foot draft vessels a minimum of 53.5 feet waterward of the existing seawall cap. Additionally, label the seawall work as "to be installed under CLI-2018-0307", include setbacks to all proposed structures, and depict the proposed mooring configuration in order for DERM to complete the evaluation.

Delivering Excellence Every Day

A Marine Facilities Annual Operating Permit (MOP) is required for docking facilities with 10 or more boat slips, moorings, davit spaces, and vessel tie-up spaces. A valid MOP will be required prior to the operation of the docking facility, including the mooring of vessels. Please contact the Coastal Resources Section at (305) 372-6575 for additional information.

For any structures that exceed the boundaries described in Section D-5(03)(2)(a) of the Miami-Dade County Public Works Manual beyond the minimum necessary, letters of consent that reference DERM preliminary approved plans may be requested prior to permit issuance. Please note that the Class I permit will not be issued until the requested letters have been submitted to DERM for review and approval. If the letters cannot be obtained, a modification to the proposed scope of work and new review by DERM may be required. Any new proposal that results in a significant modification to the scope of work may result in additional process time.

The cost of construction provided in the Class I Permit application is not consistent with the scope of work. Please submit a copy of the contract or an itemized cost of construction for the work.

Mitigation is required for all unavoidable impacts to resources, and is calculated based on the square footage of the structures and permitted boat slip areas over resources. In addition, mitigation is required for the long term and short term environmental impacts associated with the operation of the facility, and is calculated based on the number of slips to be created. Riprap boulders will be required to be placed onsite as mitigation for impacts associated with the seawall installation under CLI-2018-0307. Therefore, DERM recommends that mitigation be satisfied off-site, or a contribution to the Biscayne Bay Environmental Enhancement Trust Fund be provided in an amount to be determined.

Please provide a statement of acknowledgment directly from the contractor of record that includes the contractor's name, address, telephone number, license number, DERM Class I permit application number, and scope of work for the project. The information may not be submitted through a third party. A Class I permit will not be issued unless and until a Miami-Dade County or State licensed contractor submits the requested information.

Attached please find a Completeness Summary detailing items required in order to complete your Class I Permit Application Package, and a State and Federal Delegated Review Checklist containing additional information and indicating additional items to be submitted prior to Class I permit issuance. If you have any questions concerning the above referenced application, please contact me at (305) 372-6931 or Burtot@miamidade.gov.

Sincerely,



Tammy Burton, Biologist II
Coastal Resources Section
Division of Environmental Resources Management (DERM)

cc: Ocean Consulting, LLC - Authorized Agent (Justina@oceanconsultingfl.com)
U.S. Army Corps of Engineers (SEAPPLS@usace.army.mil)
Robert Kirby – U.S. Army Corps of Engineers (Robert.J.Kirby@usace.army.mil)
Kellie Youmans – Florida Fish and Wildlife Conservation Commission (kellie.youmans@myfwc.com)

COMPLETENESS SUMMARY
COASTAL CONSTRUCTION PERMIT APPLICATION
PROJECT NO. CLI-2019-0308

PROJECT NAME: BH Investment, LLC
PROJECT ADDRESS: 1135 103rd Street, Miami Beach
DATE: August 8, 2019
PROJECT MANAGER: Tammy Burton

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO CONTINUE PROCESSING YOUR PERMIT APPLICATION:

- A complete set of sketches as described in the Completeness Summary Cover Letter.

DOCUMENTS REQUIRED PRIOR TO PERMIT ISSUANCE:

- A minimum of 4 sets of plans signed and sealed by a Florida Licensed Professional Engineer.
- Structural and zoning approvals from the Town of Bay Harbor Islands.
- Itemized cost of construction.
- Application fee balance in an amount to be determined.
- Permit fee balance in an amount to be determined.
- Miami-Dade County surcharge fee in an amount to be determined.
- A contribution to the Biscayne Bay Environmental Enhancement Trust Fund in an amount to be determined.
- Letters of consent from adjacent property owners to the east and west which specifically references the construction approved by DERM may be requested.
- A statement of acknowledgment directly from the contractor of record that includes the contractor's name, address, telephone number, license number, DERM Class I permit application number, and scope of work for the project. The information may not be submitted through a third party.

STATE AND FEDERAL CHECKLIST

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

DERM has been delegated the authority to review the proposed project and grant proprietary authorization for the use of sovereign submerged lands pursuant to an operating agreement between DERM and the FDEP.

Not applicable- Bay Harbor Islands.

UNITED STATES ARMY CORPS OF ENGINEERS (USACE)

Please contact USACE at (305) 526-7181 for authorization for the proposed work.

Exhibit C

LETTER OF CONSENT**Note:** Please insert applicable informationDate: August 30, 2021

Miami-Dade County DERM
 Class I Permitting Program
 701 NW 1st Court
 Miami FL, 33136

Re: Letter of Consent for Miami-Dade County DERM Class I Permit Application Number
CLI-2019-0308, (insert Class I Permit application number), for work proposed at

1135 103rd Street, Bay Harbor Islands, Miami-Dade County, Florida

(insert address of proposed work)

Ladies and Gentlemen:

Bay Harbor North LLC, a Delaware limited liability company
 I, _____ (insert name), am the owner of the property located at

10301 East Bay Harbor Drive, Bay Harbor Islands, FL

(insert address of adjoining riparian property)

which is an adjoining riparian property to the above-referenced property. I have reviewed the
 plans entitled 1135 103rd Street Docking Facility Project

(insert title of plans)

prepared by Ocean Consulting LLC/Adolfo J. Gonzalez PE dated _____, and preliminarily approved
 by DERM on _____ for the above-referenced project. Pursuant to Section
 24-48.3(1)(j)(iii) of the Code of Miami-Dade County, Florida, I hereby consent to the above-
 referenced project.

Sincerely,

BAY HARBOR NORTH LLC, a Delaware limited liability company

By: TRD Bay Harbor LLC, a Florida limited liability company, its Managing

Member By: _____

Adjoining Riparian Property Owner

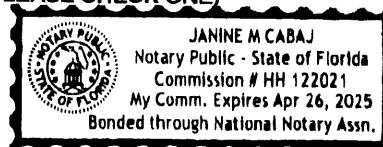
Daniel G. Hayes, Manager

SUBSCRIBED AND SWORN TO ME THIS 30th DAY OF August, 2021BY Daniel G. Hayes, Manager & Authorized Representative of Property Owner☒ PERSONALLY KNOWN☐ PRODUCED IDENTIFICATION (PLEASE CHECK ONE)

TYPE OF ID PRODUCED _____

Janine M. Cabaj

NOTARY PUBLIC





APPLICATION FOR VARIANCE AND PUBLIC HEARING

DATE: 12/20/21	PROPERTY ADDRESS: 1135 103rd STREET	
LEGAL DESCRIPTION	LOT: TRACT F	BLOCK: N/A
SUBDIVISION:	TOWN OF BAY HARBOR ISLANDS	

APPLICANT'S NAME:	NICHOLAS J. BARSHEL, AKERMAN LLP	
ADDRESS:	98 SE 7th STREET, SUITE 1100, MIAMI, FL 33131	
BUSINESS PHONE: 305-982-5538	RESIDENCE PHONE: -	CELL PHONE: -

PROPERTY OWNER'S NAME: (If different from applicant)	BH INVESTMENTS LLC	
ADDRESS:	1691 MICHIGAN AVE, STE 440, MIAMI BEACH, FL 33139	
BUSINESS PHONE: 305-531-1234	RESIDENCE PHONE: -	CELL PHONE: -

NAME OF CONTRACTOR and/or ARCHITECT:	KIRK LOFGREN	
COMPANY NAME:	OCEAN CONSULTING, LLC	
ADDRESS:	340 MINORCA AVE, STE 7, CORAL GABLES, FL 33134	
BUSINESS PHONE: 305-921-9344	RESIDENCE PHONE: -	CELL PHONE: -

PRESENT ZONING CLASSIFICATION:

- | | |
|--|--|
| ☐ BAA - Business District | ☐ CA - Causeway |
| ☐ RBA - Tract | ☒ RE - Multiple Family (RM-3) |
| ☐ RD - Single Family | ☐ PUD - Planned Unit Development |
| ☐ PRD - Planned Residential Development | |

IF APPLICANT IS THE PROPERTY OWNER, INDICATE DATE ACQUIRED: **11 / 13 / 2017**

IF APPLICANT IS THE LESSEE, INDICATE LEASE DATE: / /

INDICATE TERMS OF LEASE:	N/A

LEGAL DESCRIPTION OF ANY CONTIGUOUS PROPERTY OWNED BY THE APPLICANT:

LOT: N/A	BLOCK: -	SUBDIVISION: -
-----------------	-----------------	-----------------------

IS THERE AN OPTION TO PURCHASE OR LEASE THE SUBJECT PROPERTY? ☐ Yes ☒ No

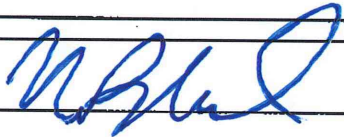
IS IT PREDICATED ON APPROVAL OF APPLICATION? ☐ Yes ☒ No

IS HEARING BEING REQUESTED AS A RESULT OF A VIOLATION NOTICE? ☐ Yes ☒ No

HAS A PUBLIC HEARING PREVIOUSLY BEEN HELD REGARDING THIS PROPERTY? ☒ Yes ☐ No
 IF YES DATE: **5/7/2019** DECISION: **SITE PLAN APPROVAL (RESO. 2174)**

ARE THERE ANY EXISTING STRUCTURES ON THE PROPERTY TO BE DEMOLISHED? ☐ Yes ☒ No
 DESCRIBE: **N/A**

BRIEFLY STATE REQUEST:		
REQUEST FOR VARIANCES ON RESIDENT DOCK FACILITIES AT ONDA.		
PURSUANT TO TOWN CODE SECS. 23-12(6) and (8). SEE ATTACHED LOI.		
THE FOLLOWING ARE TO BE NOTIFIED OF HEARING DATE, AS MY REPRESENTATIVE(S): (Please provide this information, or they will NOT be notified)		
NAME	ADDRESS	PHONE
NICHOLAS BARSHEL	98 SE 7 ST, STE 1100, MIAMI, FL	305-982-5538
KIRK LOFGREN	340 MINORCA AVE, STE 7,	305-921-9344
	CORAL GABLES, FL	

Applicant Signature(s)  Date 12/20/21
 _____ Date ____/____/____
 _____ Date ____/____/____

ALL INFORMATION SUBMITTED IN CONNECTION WITH THIS APPLICATION BECOMES A PERMANENT PART OF THE PUBLIC RECORDS OF THE TOWN OF BAY HARBOR ISLANDS.

(FOR OFFICE USE ONLY)	
APPROVED: ☐ YES ☐ NO	
DATE APPROVED: ____/____/____	
CODE SECTION: ____	

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REQUEST FOR VARIANCE CORPORATION AFFIDAVIT

DATE: 12/20/21

The subject property is legally described as:

LOT: TRACT F	BLOCK: N/A	SUBDIVISION: BAY HARBOR ISLANDS
ADDRESS:	1135 103rd STREET	
CORPORATION NAME:	BH INVESTMENT, LLC	

I, **VALERIO MORABITO** and N/A, being first duly sworn, depose and say that we are the President/Vice President, and Secretary/Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all supplemental data attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing.

We hereby authorize the Town of Bay Harbor Islands to enter the subject property for the sole purpose of posting a NOTICE OF PUBLIC HEARING on the property as required by the Town Council and we take the responsibility of removing this notice after the date of the hearing.

[Signature]
Signature of President/Vice President

Signature of Secretary/Assistant Secretary

Before me this day personally appeared VALERIO MORABITO
known to me to be the person described in and who
executed the foregoing instrument, and
acknowledged to and before me that
V.M. executed this document for the purposes
therein expressed.

Before me this day personally appeared _____
known to me to be the person described in and who
executed the foregoing instrument, and
acknowledged to and before me that
_____ executed this document for the purposes
therein expressed.

Sworn to and subscribed to before me this
day of NOVEMBER, 2021. 19th

Sworn to and subscribed to before me this
day of _____, 20____.

[Signature]
Notary Public

Notary Public

My commission expires: 8/27/2025 Personally
known ☒ Produced I.D. _____
Type/number of I.D. _____

My commission expires: _____ Personally
known _____ Produced I.D. _____
Type/number of I.D. _____

☒ DID NOT take an oath

DID TAKE an oath, or

DID NOT take an oath

c:\all\gn\forms\variance.aff



**REQUEST FOR VARIANCE
OWNER/POWER OF ATTORNEY AFFIDAVIT**

DATE: 12/20/21

The subject property is legally described as:

LOT: TRACT F	BLOCK: N/A	SUBDIVISION: BAY HARBOR ISLANDS
ADDRESS: 1135 103rd STREET		

I (we), **VALERIO MORABITO, MANAGER OF BH INVESTMENT, LLC** being duly sworn, depose and say that I am (we are) the owner(s) of the described real property and that I am (we are) aware of the nature and effect of the request for variance(s) on the above subject property, which request is hereby made by me (us) OR I am (we are) hereby authorizing **NICHOLAS J. BARSHEL, AKERMAN LLP** to be my (our) legal representative before the Town Council with respect to said request.

I (we) hereby authorize the Town of Bay Harbor Islands to enter the subject property for the sole purpose of posting a NOTICE OF PUBLIC HEARING on the property as required by the Town Council, and do take the responsibility of removing this notice after the date of the hearing.

[Signature]
Signature of Owner

N/A
Signature of Co-owner

Before me this day personally appeared VALERIO MORABITO
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that V.M. executed this document for the purposes therein expressed.

Before me this day personally appeared _____
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed this document for the purposes therein expressed.

Sworn to and subscribed to before me this day of NOVEMBER, 2021. 19th

Sworn to and subscribed to before me this day of _____, 20____.

[Signature]
Notary Public

Notary Public

My commission expires: 8/27/2025 Personally known X Produced I.D. _____
Type/number of I.D. _____

My commission expires: _____ Personally known _____ Produced I.D. _____
Type/number of I.D. _____

____ DID TAKE an oath, or
X DID NOT take an oath

____ DID TAKE an oath, or
____ DID NOT take an oath



**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Councilmembers
Town of Bay Harbor Islands

CC: Maria Lasday - Town Manager
Alba Chang, CMC - Town Clerk
Joseph S. Geller, Esq. - Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: January 28th, 2022

Subject: Zoning Variance Application
BH Investment, LLC / ONDA Multifamily Residential Development (41 DU)
1135 103rd Street / Tract F (PB 46 / PG 5 / MDCR)
Boat Dock & Mooring Piles Projections into Biscayne Bay
Application Review Comments
MMPA Project No.: 01-0702-0501- 1124

ISSUE

On May 7th, 2019 the Town's Planning & Zoning Board (now Design Review Board) approved a Site Development Plan for a 41 Dwelling Unit (DU) multifamily residential development referred to as the "ONDA" located at the northeastern tip of the Eastern Island on Tract "F" via Resolution No. 2174. The ONDA project has been issued building permits and is now under construction. The redevelopment plans depicted conceptual new boat dock facilities within the adjoining Biscayne Bay waterway north of the site. Over time some of the waterways surrounding the Town's islands have silted-in near the seawalls, including adjacent to this site. The Town owns all of the waterways surrounding the community via the Town's Charter issued in 1953 (SB 865). However, Sec 253.141 of the Florida Statutes grants certain riparian rights to landowners bordering upon navigable waters of the State. For many years, the Town has had a series of regulations governing seawalls, boat docks, boat lifts, pilings, and boat size limitations in its Zoning and Planning Code. The ONDA owner / applicant is now seeking to construct boat docking facilities for the project. In July 2021 a building permit application was made to the Town for the docking facilities, but denied for Code noncompliance, as some features of the docking facilities failed to meet some minimum Town Code requirements. Conversations have occurred between the applicant's representatives (attorney / marine contractor) about the dock design, Town Code requirements, and Miami-Dade / other regulatory agency environmental issues. Based on those initial conversations dock design revisions were made, which have been preliminarily reviewed / approved by M-D DERM / others.

On December 20th, 2021, the Town received a variance application requesting several variances from the Town Zoning Code in order to construct a series of docks that project out further into Biscayne Bay than the Town Code would normally allow, due mostly to environmental reasons analyzed by M-D DERM. The water adjoining this site (and most of the Town) are quite shallow due to high tidal fluctuations from Haulover Inlet and the connected Intracoastal Waterway / Biscayne Bay resulting in underwater silting-in over the years. In addition, due to the shallow water depths around the Town's islands, abundant seagrasses / other aquatic plants / living creatures have grown / occupied the areas. While the Town owns the waterways around the islands, Miami-Dade / other environmental regulatory agencies have review / permitting jurisdiction (M-D DERM Class 1 Permit required). As part of this docking facility design M-D DERM staff inspected the site, including underwater reviews, to determine the water depth and environmental features. Concerns were raised by M-D DERM about the existing shallow water depth and environmental conditions observed near the site's seawall, which was recently rebuilt and raised in anticipation of redevelopment. Docking facilities and boats, particularly larger boats with deeper hull drafts, can potentially damage the shallow underwater lands near the seawall (hulls / propellers). The applicant's design team worked with M-D DERM / Town staff to try to revise the original design plans to meet as many of the Town's Code requirements as reasonably possible, but also comply with M-D DERM environmental issues. The Town Code provisions limit docks from extending into adjoining waterways more than 25 feet from a seawall cap face in this area (asking for some portions up to 73.5'). Also, the Town Code provisions limit mooring pilings from extending into adjoining waterways more than 40 feet from a seawall cap in this area (asking for some piles up to 89.5'). Finally, the Town Code limits the width of docks extending more than 8 feet from the seawall to no more than 4 feet in width (asking for some sections up to 6 feet in width). The Town Code does not allow any obstructions on the narrow docks such as storage bins / benches / etc. The applicant is proposing to install eight (8) electrical outlets and three (3) fire hose cabinets – the Town Code is silent as these types of facilities; however, we are aware that some docking facilities in the Town have electrical services for boats.

The applicant is seeking to install a multiple vessel docking facility that could accommodate up to fifteen (15) larger boats (35' - 50') although smaller boats could easily be docked at the facility too. The plans show three (3) wider (6 feet width) dock extensions from the seawall out into the water connecting to narrower east / west cross docks (4 feet width), some of which extend out further into the water. A total of twenty-one (21) mooring piles are shown waterward of the docks. Accessory stairs at the ends of some docks and numerous mooring cleats are also proposed. A set of preliminary plans (include preliminary DERM stamp of approval) was included in the submittal package showing the proposed docks / boats locations. Despite the above Town Code criteria, the Code allows for docks / boat lifts / piles / etc. to project out further than the stated limitations if the Miami-Dade Department of Environmental Resource Management (DERM) requires alterations to the above limitations, based on underwater conditions, such as depth of the bay / canal bottom, existing seagrasses, etc. Although the County preliminarily approved their initial request, the Code states that the Town may approve the "minimum variance necessary" to address the unique characteristics of the site. MMPA notes that within the waterways surrounding the islands other variances have been granted over the years by the Town for similar reasons (Riva 2013 / Monarch Hotel 2017 / several single-family homes). A review of the latest design plans by MMPA reveals that all other Town Code requirements are being met (setbacks / etc.).

Following is a summary of the applicable Code provisions:

Applicant Requested Variances and Code Provisions:

- Variance from Section 23-12(6)(a)(iii) limiting the projection of docks to no more than 25 feet from the face of the seawall cap at this location (BH Waterway locations are more restrictive). The applicant is requesting a tiered / graduated scale beginning with the side outermost docks starting at 26 feet – 30 feet from the seawall and extending out about 45+/- feet from the seawall with the farthest out docks starting about 53.5 feet from the seawall and extending out a maximum of 73.5 feet from the seawall.
- Variance from Section 23-12(8) limiting the projection of mooring piles to no more than 40 feet from the face of the seawall cap for this location (BH Waterway locations are more restrictive). The applicant is requesting a tiered / graduated scale beginning about 66 feet from the seawall with the farthest out pilings at about 89.5 feet from the seawall.
- Variance from Section 23-12(6)(a)(v) limiting the width of docks which extend more than 8 feet from the seawall cap to 4 feet in width. The applicant is requesting that some portions of the docks (the 3 main dock extensions from the seawall) to be 6 feet in width so as to accommodate fire hose boxes / fire personnel access.
- Complying with Section 23-12(6)(a)(x) allowing for further projections, through the use of a variance granted by the Town Council, if DERM / other review agency requires alterations to the above limitations due to environmental / other reasons. Approval shall be limited to the minimal variation of the criteria necessary to meet the unique environmental characteristics of the site.

BACKGROUND

The Town has had land development regulations governing seawalls, docks, mooring piles, boats and related structures for many years. A major Code rewrite was performed in 2007. Former Mayor Peter Lynch, a professional boat captain, led efforts to update the Code provisions to include modern standards. Another effort was undertaken in 2009-10 due primarily address to seawall heights but was never adopted. In August 2016, the Town adopted its last revisions to this Code section. The overall community goal is to have reasonable regulations for upland landowners (uniform taller seawall hgt.) and boaters, while safeguarding neighboring property owners (views / nuisances).

There are currently no docks at the site; however, one small dock / 2 mooring piles previously existed, but those have been removed. The seawall was recently rebuilt / upgraded prior to construction of the new multifamily building beginning (5.50' NGVD). MMPA notes that the vast majority of existing docks in this area appear to be parallel to the seawall with only a few extending into the waterways.

The applicant submitted a Town variance application form, a property survey, an M-D DERM underwater survey, a justification letter, a letter of no objection from an adjoining site (10301 EBHD) and preliminary plans reviewed by M-D DERM and other information showing the location of the proposed docks designed by a dock contractor (Ocean Consulting, LLC).

ANALYSIS

As per the Town's request, MMPA has completed our review of the revised variance application and provide the following analysis and comments.

The subject property is located on the north side of 103rd Street near the roadway bend onto East Bay Harbor Drive and fronts on a portion of Biscayne Bay. The portion of Biscayne Bay in this area is quite large and connects to the Haulover Inlet to the northeast. A large sandbar frequented by boaters exists in the middle of Biscayne Bay to the north with deeper navigable channels around the sandbar. The community of Bal Harbour Village exists to the east across the 400'+/- wide Indian Creek. A private boat marina built in the 1940s serving the Bal Harbour Village single-family area exists directly east of the site across the Indian Creek. Per Town Code, docks in the Town, except those located in the Bay Harbor Waterway separating the East / West Islands (150' width waterway with more restrictive encroachment criteria) are limited from extending more than 25 feet into the water, unless M-D DERM requires alterations to the above limitations. In which case, the Town Council must grant a variance that is limited to the minimal variation of the stated criteria necessary to meet the unique environmental characteristics of the site.

The Miami-Dade DERM staff report states that normally 4-6 feet of water depth is required for docking larger vessels. The underwater land has silted in over the years and is about 3+/- feet in depth near the site seawall, according to the report. Therefore, DERM will not allow mooring within close proximity of the site's seawall and has determined the dock design must be altered as presented. The plans show only larger boat "shapes" moored perpendicular to the seawall in the bay, but other smaller boats could presumably moor at dock spaces too – but not near the seawall. Dredging of the shallow areas in this area is apparently prohibited and DERM. The county's EQCB may need to approve any variances to the M-D Code (triangles); however, DERM staff is not objecting to the current design.

MMPA notes that the design shows fifteen (15) dock slips; however, smaller boats could easily dock at the dock slips as well, but access to the "lagoon" interior to the dock would be difficult due to the low dock height (5.50' NGVD). The site plan drawing submitted with the Town variance application indicates that the docks would project (varies) up to seventy-three and one-half (73.5) feet into the Biscayne Bay and some mooring plies will project up to eighty-nine and one-half (89.5) feet into the bay. Again, Section 23-12(6)(a)(iii) of the Town Code limits the projection of docks for this property to 25 feet unless DERM requires alterations to the above limitation, in which case a variance is required and shall be limited to the minimal variation necessary. The DERM approval was based upon keeping boats at least 26 – 30 feet seaward to avoid the shallow water / grass beds. As some of the boat docks are expected to accommodate 50' boats this would make the "minimum" variation necessary to 50+/- feet for the western portion of the docks, 54+/- feet for the eastern portions of the docks, and 69+/- feet for the center most extended portion of the docks. The mooring piles are shown at about 66 feet out into the water for the closest pilings and about 89.5 feet for the furthest out pilings. Presumably the dock design could be different with the center section not as far out versus the shape submitted but the M-D DERM water depth data seems to show the water depth shallower in this area.

Again, as to the dock widths the applicant states the reason for the 6-foot width perpendicular docks versus the Code allowed 4' widths is so that fire hose cabinets can be built near the parallel cross dock connections for fire personnel / fire suppression if needed. The Town Code does not allow storage cabinets / benches / etc. on docks in general; however, this may be a Fire Code issue and they cabinets are not meant for general personal storage. The Town Code is also silent as to electrical service / potable water stands as well, but these have been commonly allowed by the Town.

The applicant states the dock facilities will be reserved solely for ONDA residents and not open to the public. This is important to note by the Town due to the location and should be a condition of approval. Also, no other types of docks (floating / jet skis / personal watercraft / etc.) should be allowed.

CONCLUSION AND RECOMMENDATION

Based on the above analysis, MMPA recommends that the Town Council **APPROVE** the requested variances as is, or with revisions deemed appropriate. MMPA suggests the variance be subject to the conditions listed below.

MMPA recommends the following conditions:

- 1) This variance approval is based on the design plans submitted with the application dated December 8th, 2021 prepared by Ocean Consulting, LLC / Dynamic Engineering Solutions, Inc. which have been approved preliminarily by Miami-Dade DERM, subject to any changes required by the Town Council, which shall take precedence.
- 2) No dock may extend more than 73.5 feet into Biscayne Bay from the face of the seawall cap.
- 3) No vessel mooring piles may extend more than 89.5 feet into Biscayne Bay from the face of the seawall cap.
- 4) No vessels shall be allowed to dock within 25 feet of the seawall cap to help protect the environmental features (seagrasses / other) noted by Miami-Dade DERM in this area. Further no boats shall be allowed within the enclosed portion of the dock system.
- 5) Compliance with the conditions listed in the Miami-Dade DERM letter dated August 8th, 2019.
- 6) Only residents of the ONDA multifamily project are permitted to dock at the facility. No dock shall be leased out to 3rd parties. No commercial fishing vessels, no commercial food service or alcoholic beverage vessels, and no boat rental use is allowed or may dock at the facility. No live-aboard boat use shall occur. No overnight stays aboard any vessel shall occur.
- 7) No floating docks or boat / jet ski lifts, and no jet ski or personal watercraft use shall be permitted to operate from the docks nor mooring of such vessels at any of the docks.
- 8) No vessel docked / moored at the ONDA docking facilities shall exceed 35 feet in hull length.

- 9) The ONDA development owners and all vessel owners moored at the docking facilities shall be jointly responsible for maintaining the docking facilities and waters surrounding the docking facilities at all times. The docking facilities and surrounding waters shall be kept in a safe, clean, and orderly manner free from debris at all times.
- 10) No dumping of refuse or solid waste, the dumping of wastewater, or other pollutants shall be permitted into the water or left on the docks, nor shall any noise in excess of that permitted by the Town Code (Chapter 12 - Nuisances) be generated.
- 11) All required safety ladders shall be installed as shown, as well as additional supplemental ladders as agreed to by the Town Manager, or their designee, at other locations spaced around the entire docking facilities, as a safety measure for swimmers and those that may accidentally falling into the water.
- 12) The ONDA development owners and all vessel owners shall comply with all regulations of the Town governing marine facilities and nuisances. The Town reserves the right, as the owner of the waterways (Town Charter / SB 865) and local police jurisdiction, to institute Code Enforcement and legal / police actions to enforce the laws of the Town, to maintain order, peace and tranquility, and to address nuisances to the Town in general and neighboring sites.

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "BH INVESTMENT LLC",
FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF OCTOBER, A.D.
2017, AT 5:49 O`CLOCK P.M.*


Jeffrey W. Bullock, Secretary of State

6581190 8100
SR# 20176747439

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203447511
Date: 10-24-17

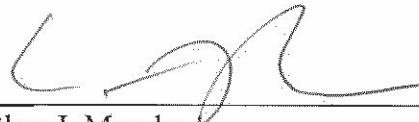
State of Delaware
Secretary of State
Division of Corporations
Delivered 05:49 PM 10/23/2017
FILED 05:49 PM 10/23/2017
SR 20176747439 - File Number 6588926

**CERTIFICATE OF FORMATION
OF
BH INVESTMENT LLC**

This Certificate of Formation of BH INVESTMENT LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

1. The name of the Company is BH INVESTMENT LLC.
2. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
3. The name and address of the registered agent for service of process on the Company in the State of Delaware are The Corporation Trust Company at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the 23rd day of October, 2017.



Arthur J. Murphy
Authorized Person

①
Rec: 4498
Doc: \$123,000
Surtax: \$92,250
Prepared by and return to:

Richard M. Bezold Esq.
Akerman LLP,
Three Brickell City Centre,
98 SE 7 Street, Suite 1100
Miami, Florida 33131

PARCEL IDENTIFICATION NO: 13-2227-001-6770

First American Title Ins. Co.
National Commercial Services
200 South Biscayne Blvd., Suite 2930
Miami, FL 33131
NCS File No. 859767

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 13th day of November, 2017, by and between **P3 Investments I, LLC**, a Florida limited liability company (hereinafter called "**Grantor**"), whose address is 407 Lincoln Road, Penthouse NE, Miami Beach, Florida 33139 and **BH Investment LLC**, a Delaware limited liability company (hereinafter called "**Grantee**"), whose address is 1691 Michigan Avenue, Suite 440, Miami Beach, Florida 33139.

WITNESSETH

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold and does hereby grant, bargain and sell to Grantee the following described real estate, situated, lying and being in the County of Miami-Dade, State of Florida, more particularly described on Exhibit A attached hereto and made a part hereof, together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all right, title and interest, if any, that Grantor may have in and to all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title and interest, if any, in and to all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (herein collectively called the "Real Property").

SUBJECT TO only those matters set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"), without reimposing same.

TO HAVE AND TO HOLD the aforesaid Real Property, together with all the improvements, licenses, tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining unto Grantee, its successors and assigns in fee simple forever.

Subject to the matters described above, Grantor specially warrants the title to the Real Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires, and shall include heirs, personal representatives, successors or assigns.)

[The remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be executed in its name and caused its seal to be affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

P3 INVESTMENTS I, LLC,
a Florida limited liability company

By: BH-X2 Management, LLC
a Florida limited liability company,
its Manager

By: [Signature]
Name: CARLOS E. MALAGONI
Title: Manager

[Signature]
Witness #1 signature

IRMA SPOTO DURAN
Witness #1 print name

[Signature]
Witness #2 signature

RICHARD BEZOLD
Witness #2 print name

THE STATE OF FLORIDA §

COUNTY OF MIAMI-DADE §

The foregoing instrument was acknowledged before me on November 13, 2017 by CARLOS E. MALAGONI, as Manager of BH-X2 Management, LLC, a Florida limited liability company, the Manager of P3 Investments I, LLC, a Florida limited liability company, on behalf of said entities. He is personally known to me or produced as identification.

My Commission Expires:

[Signature]
Notary Public, State of Florida

Printed/Typed Name



Irma Spoto Duran
COMMISSION #FF916781
EXPIRES: September 9, 2019
WWW.AARONNOTARY.COM

EXHIBIT A
REAL PROPERTY

Parcel I

Tract "F" of BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

LESS AND EXCEPT, that portion conveyed to the Town of Bay Harbor Islands, a Florida municipality by that instrument recorded in Official Records Book 427, Page 281, of the Public Records of Miami-Dade County, Florida.

Parcel II:

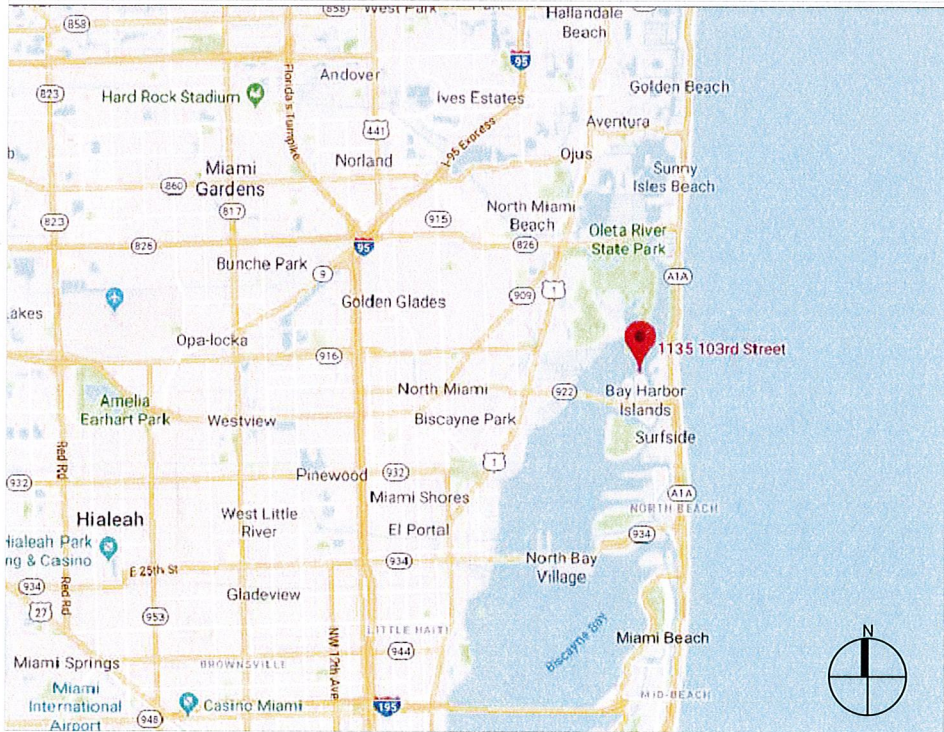
The Southerly 11 feet of Tract "F" of BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.
2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BAY HARBOR ISLAND, as recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida.
3. Terms, conditions and easements contained in that instrument in favor of Florida Power & Light Company, recorded in Official Records Book 9010, Page 551, of the Public Records of Miami-Dade County, Florida.
4. Terms, conditions and easements contained in that instrument in favor of the Town of Bay Harbor Islands, recorded in Official Records Book 30485, Page 1478, of the Pubic Records of Miami Dade County, Florida.
5. Survey prepared by Blanco Surveyors, Inc., dated August 25, 2014, under Job No. 14-257, shows the following: (a) concrete sidewalk, entry drive and asphalt parking area including 9 parking spaces all lie within the right of way along the South property line; (b) wood dock wholly within waterway.
6. Automatic reservation in an undivided 3/4 interest in all of the phosphate, minerals and metals and an undivided 1/2 interest in all the petroleum that is or may be in, on or under the land by virtue of conveyance from the Town of Bay Harbor Islands, a Florida municipal corporation, recorded in O.R. Book 30485, Page 1476. (As to The Southerly 11 feet of Tract "F" of BAY HARBOR ISLAND, according to the Plat thereof, recorded in Plat Book 46, Page 5, of the Public Records of Miami-Dade County, Florida).[Per Section 270.11, Florida Statutes].



LOCATION MAP AND LEGAL DESCRIPTION



PROJECT SITE LOCATION:
1135 103 STREET
Bay Harbor Islands, FL 33154-1297

LATITUDE: 25°89'37.31" N
LONGITUDE: 80° 13'26.82" W

FOLIO No.: 13-2227-001-6770

LEGAL DESCRIPTION:
BAY HARBOR ISLAND PB 46-5
LOT F
LOT SIZE 52666 SQ FT M/L
FKA HARBOR CONTINENTAL
CO OP

FAU 13 2227 026 0001

GENERAL NOTES:

- ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929.
- ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD.
- IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF ENGINEER BEFORE PROCEEDING WITH WORK. CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR ALL LINES, ELEVATIONS, AND MEASUREMENTS IN CONNECTION WITH THEIR WORK.
- IT IS THE INTENT OF THESE PLANS AND THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH LOCAL, STATE, AND FEDERAL ENVIRONMENTAL PERMITS ISSUED FOR THIS PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE AND GOVERN HIMSELF BY ALL PROVISIONS OF THESE PERMITS.
- APPLICABLE BUILDING CODE: FLORIDA BUILDING CODE, 2020 EDITION (AND CURRENT ADDENDUMS).
- APPROVED CONTRACTOR TO DETERMINE THE SUITABILITY OF EXISTING STRUCTURES AND VERIFY ALL DIMENSIONS. THE APPROVED CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCES AND PROCEDURES OF WORK.
- DO NOT SCALE DRAWINGS FOR DIMENSIONS.
- CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCING WORK.
- CONTRACTOR TO PROPERLY FENCE AND SECURE AREA WITH BARRICADES.
- ANY DEVIATION AND/OR SUBSTITUTION FROM THE INFORMATION PROVIDED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
- ALL NEW MATERIALS AND/OR PATCHWORK SHALL BE PROVIDED TO MATCH EXISTING MATERIALS AND/OR ADJOINING WORK WHERE PRACTICAL EXCEPT AS SPECIFICALLY NOTED HEREIN.
- LICENSED CONTRACTOR SHALL USE ALL POSSIBLE CARE TO PROTECT ALL EXISTING MATERIALS, SURFACES, AND FURNISHINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION.
- THE LICENSED CONTRACTOR TO INSTALL AND REMOVE ALL SHORING AND BRACING AS REQUIRED FOR THE PROPER EXECUTION OF THE WORK.
- ALL NEW WORK AND/OR MATERIALS SHALL CONFORM TO ALL REQUIREMENTS OF EACH ADMINISTRATIVE BODY HAVING JURISDICTION IN EACH PERTAINING CIRCUMSTANCE.
- THE CONTRACTOR WILL EMPLOY AND MAINTAIN ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES TO PROTECT BISCAYNE BAY FROM SEDIMENT AND CONSTRUCTION DEBRIS.

DOCK: LL 80 PSF

BOLTS

- ALL BOLTS SHALL BE 316 STAINLESS STEEL, UNLESS OTHERWISE NOTED.

DESIGN CRITERIA

STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE FOLLOWING CODES AND SPECIFICATIONS:

- FLORIDA BUILDING CODE (FBC), 2020 EDITION.
- ACI 318-19, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
- ASCE 7-16, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
- NDS NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, 2018 EDITION.
- EM 1110-2-1100 (PART VI) COASTAL ENGINEERING MANUAL, 2011 EDITION.

IN THE EVEN OF CONFLICT BETWEEN PERTINENT CODES AND REGULATIONS AND THE REQUIREMENTS OF THE REFERENCED STANDARDS OF THESE SPECIFICATIONS, THE PROVISIONS OF THE MORE STRINGENT SHALL GOVERN.

CONCRETE

1186243. CONCRETE SHALL CONFORM TO ACI 318 (LATEST ED.) AND SHALL BE REGULAR WEIGHT, SULFATE RESISTANT, WITH A DESIGN STRENGTH OF 5,000 PSI AT 28 DAYS W/ A MAX WATER-CEMENTIOUS MATERIALS RATIO, BY WEIGHT, NORMAL WEIGHT AGGREGATE CONCRETE OF 0.40.
1186244. OWNER SHALL EMPLOY AND PAY FOR TESTING SERVICES FROM AN INDEPENDENT TESTING LABORATORY FOR CONCRETE SAMPLING AND TESTING IN ACCORDANCE W/ ASTM.
1186245. LICENSED CONTRACTOR IS RESPONSIBLE FOR THE ADEQUACY OF FORMS AND SHORING AND FOR SAFE PRACTICE IN THEIR USE AND REMOVAL.
1186246. CONCRETE COVER SHALL BE 3" UNLESS OTHERWISE NOTED ON APPROVED DRAWINGS.
1186247. REINFORCING STEEL SHALL BE IN CONFORMANCE WITH THE LATEST VERSION OF ASTM A615 GRADE 60 SPECIFICATIONS. ALL REINFORCEMENT SHALL BE PLACED IN ACCORDANCE W/ ACI 315 AND ACI MANUAL OF STANDARD PRACTICE.
1186248. SPLICES IN REINFORCING BARS SHALL NOT BE LESS THAN 48 BAR DIAMETERS AND REINFORCING SHALL BE CONTINUOUS AROUND ALL CORNERS AND CHANGES IN DIRECTION. CONTINUITY SHALL BE PROVIDED AT CORNERS OR CHANGES IN DIRECTION BY BENDING THE LONGITUDINAL STEEL AROUND THE CORNER 48 BAR DIAMETERS.

WOOD

- PRIMARY WOOD FRAMING MEMBERS SHALL BE NUMBER 1 PRESSURE TREATED MARINE GRADE SOUTHERN PINE, OR BETTER.
- ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD.
- 3 PIECE FASCIA TO BE ADDED TO OUTSIDE EDGE FOR ENTIRE DOCK.

PILE DRIVING NOTES

- PILE DRIVING OPERATIONS SHALL BE OBSERVED BY A SPECIAL INSPECTOR, INCLUDING TEST PILES SUFFICIENT TO DETERMINE THE APPROXIMATE LENGTH REQUIRED TO MEET DESIGN CAPACITY.
- PILES SHALL BE DRIVEN USING AN APPROVED CUSHION BLOCK CONSISTING OF MATERIAL SO ARRANGED SO AS TO PROVIDE THE TRANSMISSION OF THE HAMMER ENERGY.
- PILES SHALL BE DRIVEN TO REQUIRED MINIMUM 15 TON. BEARING CAPACITY FOR WOOD PILES, AND 25 TON. FOR CONCRETE PILES.
- PILES SHALL BE DRIVEN WITH A DROP HAMMER OR GRAVITY HAMMER PROVIDED THE HAMMER SHALL WEIGH NO LESS THAN 3,000 POUNDS, AND THE FALL OF THE HAMMER SHALL NOT EXCEED 6 FT.
- PILES SHALL BE DRIVEN WITH A VARIATION OF NOT MORE THAN 1/4" PER FOOT FROM THE VERTICAL, OR FROM THE BATTER LINE INDICATED, WITH A MAX VARIATION OF THE HEAD OF THE PILE FROM THE POSITION SHOWN ON THE PLANS OF NOT MORE THAN 3".
- WHERE PILING MUST PENETRATE STRATA OFFERING HIGH RESISTANCE TO DRIVING, THE STRUCTURAL ENGINEER OF RECORD OR SPECIAL INSPECTOR MAY REQUIRE THAT PILES BE SET IN PRE-DRILLED OR PUNCHED HOLES. THE PILES SHALL REACH THEIR FINAL PENETRATION BY DRIVING.

SCOPE OF WORK

INSTALLATION OF 2283.55 SF OF WOOD DOCK (INCLUDING MARGINAL, ACCESS PIER & FINGER PIERS) SUPPORTED BY 12'X12' P.S CONCRETE PILES AND 12" DIA WOOD PILES WITH CLEATS AND ALUMINUM LADDER.
INSTALLATION OF (21) 12" DIA WOOD MOORING PILES

1135 103rd STREET DOCKING FACILITY PROJECT

Bay Harbor Islands, Florida

CLIENT:

BH INVESTMENT, LLC
c/o **MR. VALERIO MORABITO**
1691 Michigan Ave
Suite 440
Miami Beach, FL 33139

ENVIRONMENTAL CONSULTANT:

OCEAN CONSULTING, LLC

340 Minorca Avenue, Suite 7
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:

DYNAMIC ENGINEERING SOLUTIONS, INC.

351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060

Office - 954-545-1740
Fax - 954-545-1721

SEAL / SIGNATURE / DATE

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John Omslaer
PE 52733, CA 26829

PERMIT DRAWINGS

Issue #	Issue Date
①	December 8, 2021
②	February 4, 2022
③	February 22, 2022

PROJECT: 16-5865

PROJECT LOCATION & NOTES

SCALE : AS SHOWN
SHEET NO.

S-1

**1135 103rd STREET
DOCKING FACILITY
PROJECT**

Bay Harbor Islands, Florida

CLIENT:
BH INVESTMENT, LLC
c/o **MR. VALERIO MORABITO**
1691 Michigan Ave
Suite 440
Miami Beach, FL 33139

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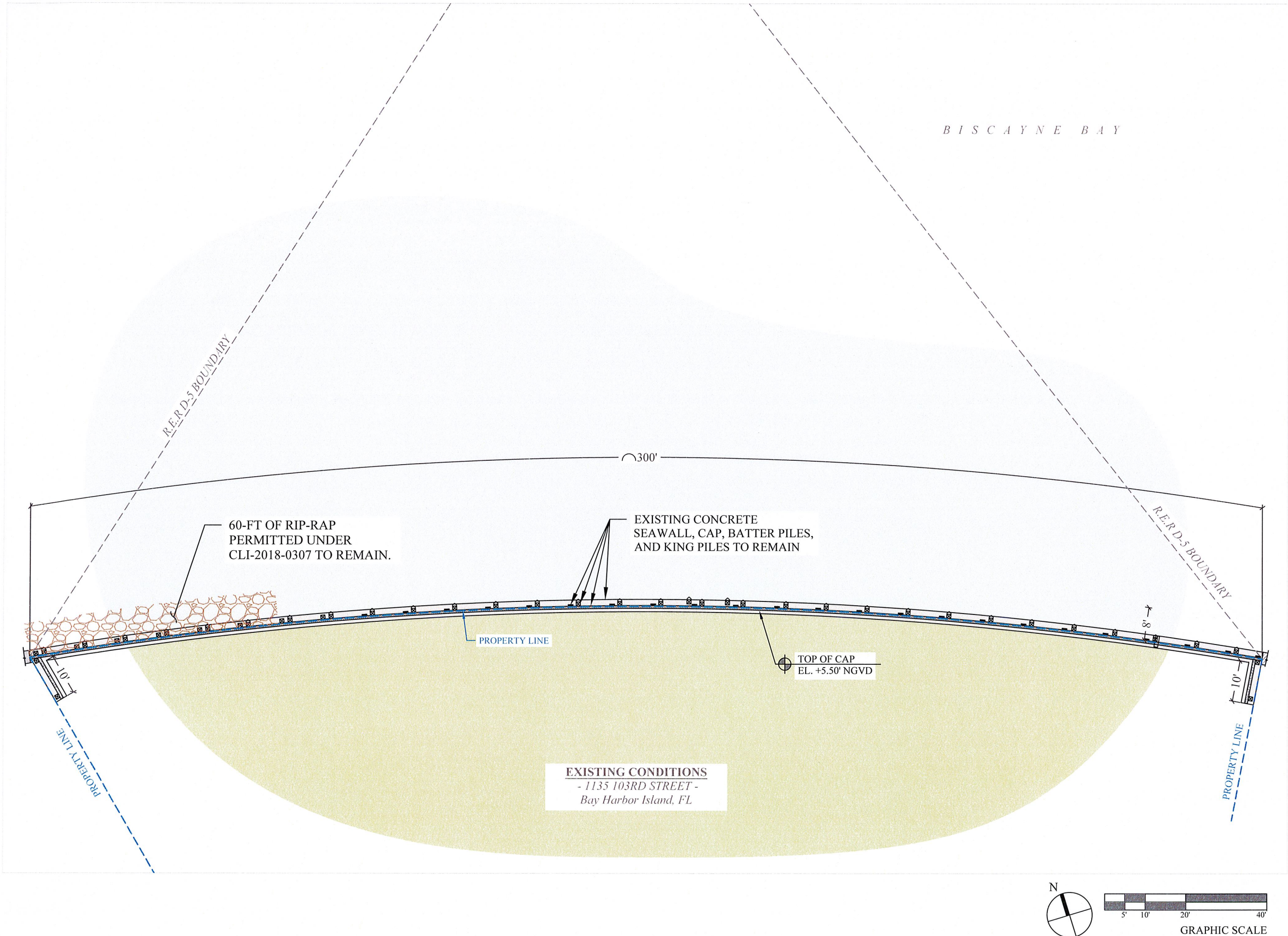
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③	February 22, 2022

PROJECT: 16-5865

EXISTING CONDITIONS

SCALE : AS SHOWN
SHEET NO.

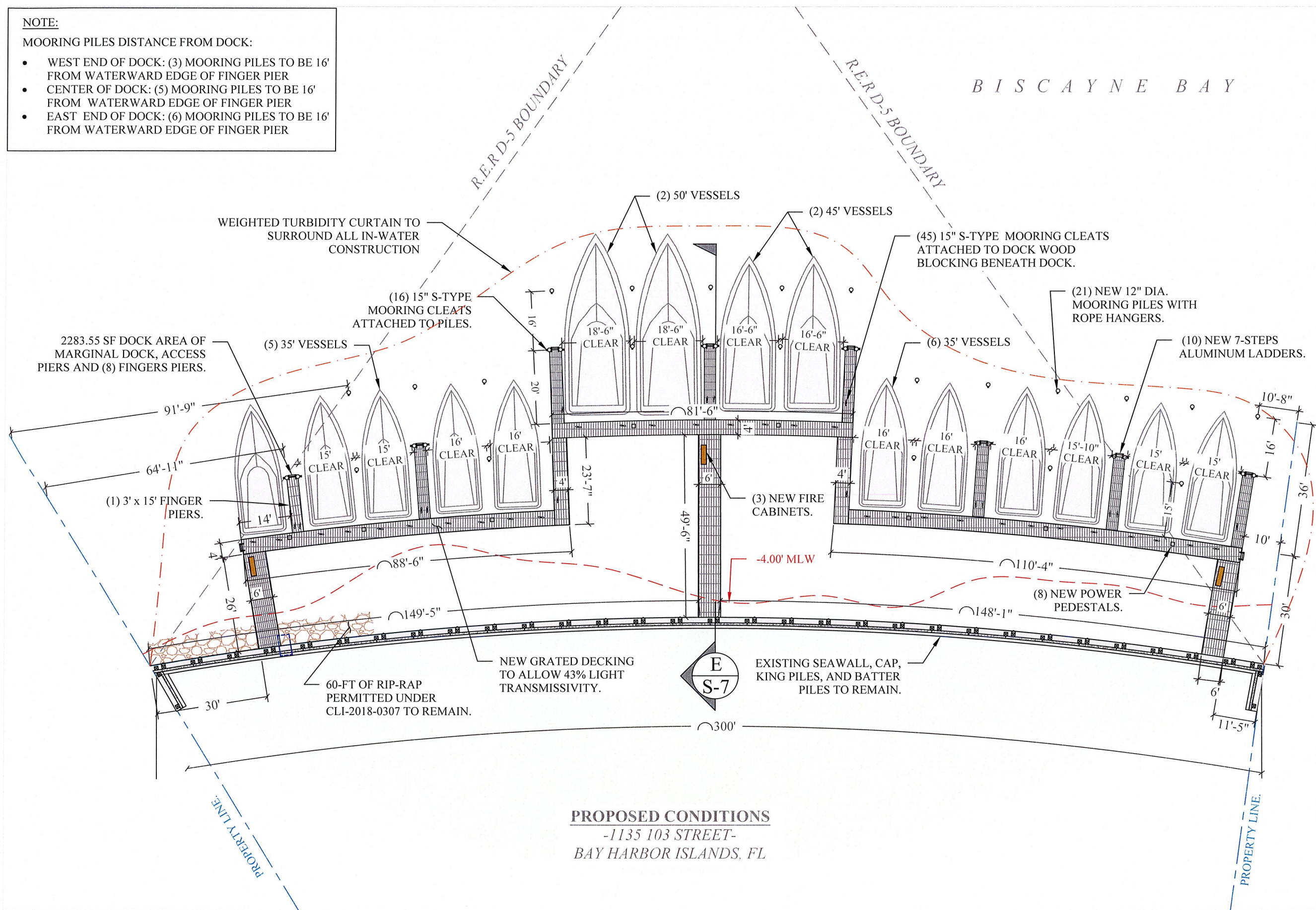
S-2



NOTE:

MOORING PILES DISTANCE FROM DOCK:

- WEST END OF DOCK: (3) MOORING PILES TO BE 16' FROM WATERWARD EDGE OF FINGER PIER
- CENTER OF DOCK: (5) MOORING PILES TO BE 16' FROM WATERWARD EDGE OF FINGER PIER
- EAST END OF DOCK: (6) MOORING PILES TO BE 16' FROM WATERWARD EDGE OF FINGER PIER



**1135 103rd STREET
DOCKING FACILITY
PROJECT**

Bay Harbor Islands, Florida

CLIENT:

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c/o **MR. VALERIO MORABITO**
1691 Michigan Ave
Suite 440
Miami Beach, FL 33139

ENVIRONMENTAL CONSULTANT:

**OCEAN
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Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:

**DYNAMIC ENGINEERING
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PERMIT DRAWINGS

Issue # Issue Date

- | | |
|---|-------------------|
| ① | December 8, 2021 |
| ② | February 4, 2022 |
| ③ | February 22, 2022 |

PROJECT: 16-5865

PROPOSED CONDITIONS

SCALE : AS SHOWN
SHEET NO.

S-3

Bay Harbor Islands, Florida

PROJECT ENGINEER:
DYNAMIC ENGINEERING
SOLUTIONS, INC.
351 S. Cypress Road, Suite 303
Pompano Beach, FL 33060

Office - 954-545-1740
Fax - 954-545-1721

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PERMIT DRAWINGS

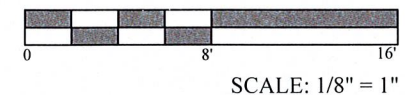
PROJECT: 16-5865

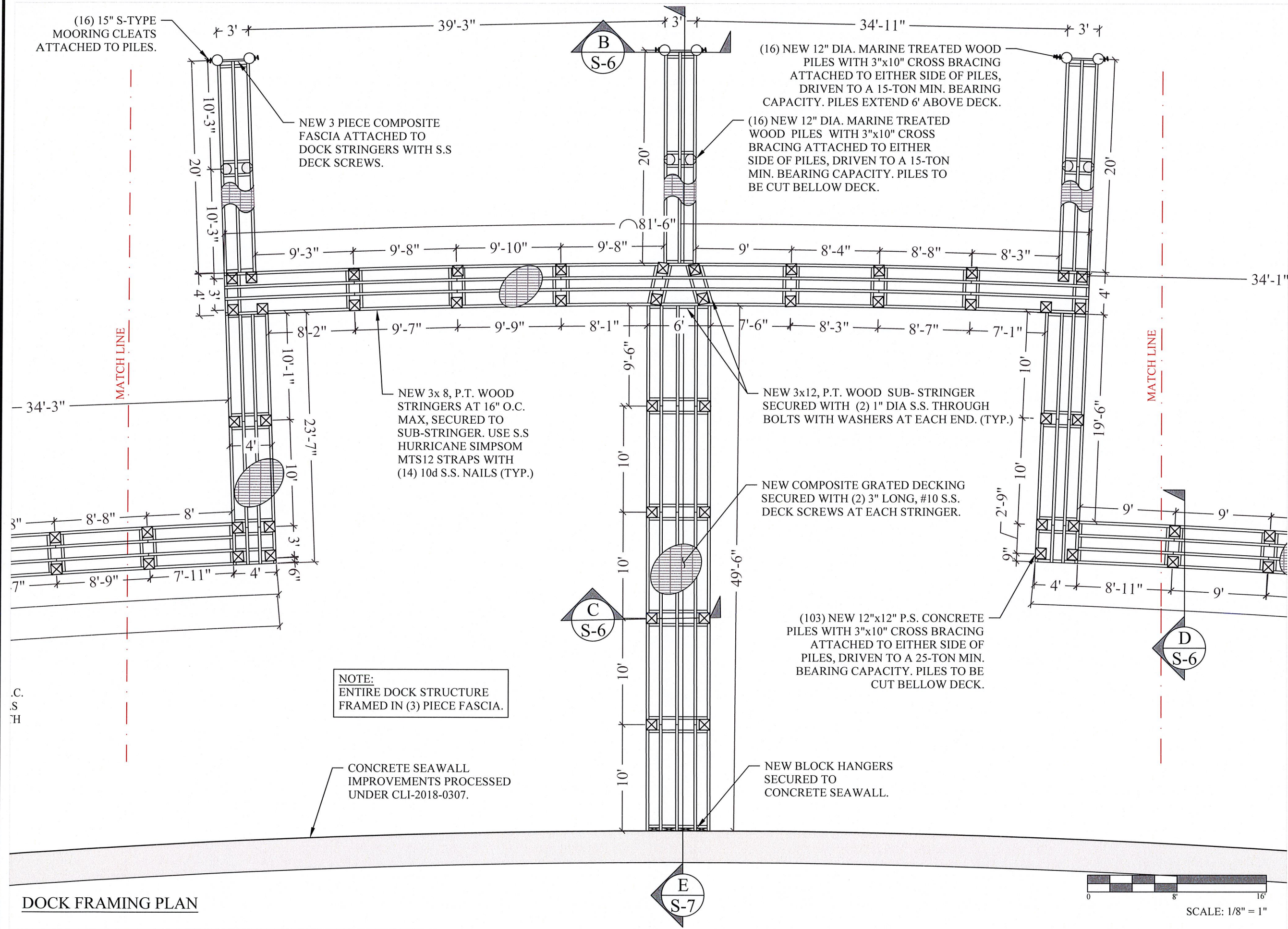
SCALE : AS SHOWN
SHEET NO.

S-4



DOCK FRAMING PLAN





1135 103rd STREET DOCKING FACILITY PROJECT

Bay Harbor Islands, Florida

CLIENT:
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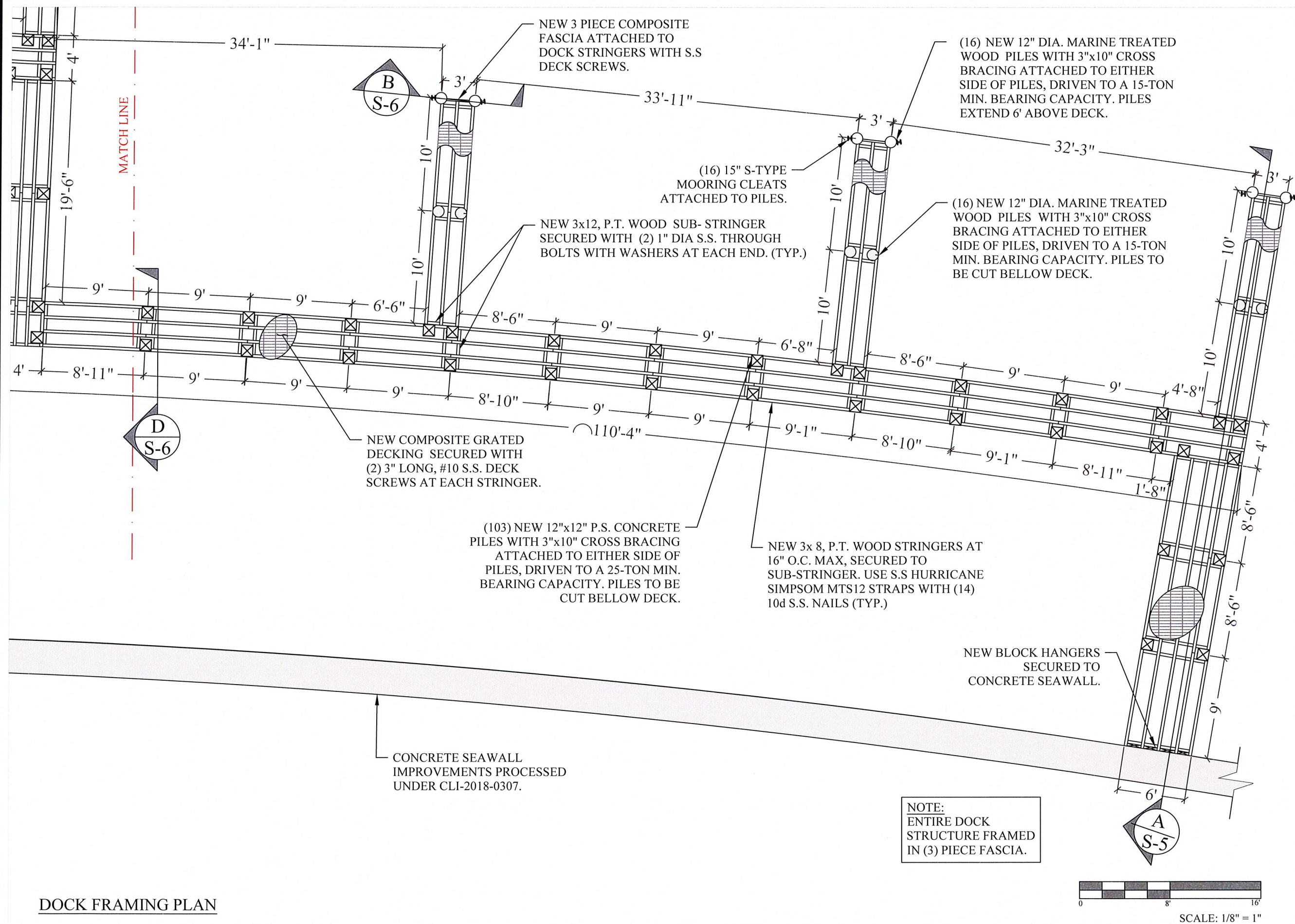
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③	February 22, 2022

PROJECT: 16-5865

DOCK FRAMING PLAN

SCALE : AS SHOWN
SHEET NO.

S-4.1



DOCK FRAMING PLAN

1135 103rd STREET
DOCKING FACILITY
PROJECT

Bay Harbor Islands, Florida

CLIENT:

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PROJECT: 16-5865

DOCK FRAMING PLAN

SCALE : AS SHOWN
SHEET NO.

S-4.2

1135 103rd STREET DOCKING FACILITY PROJECT

Bay Harbor Islands, Florida

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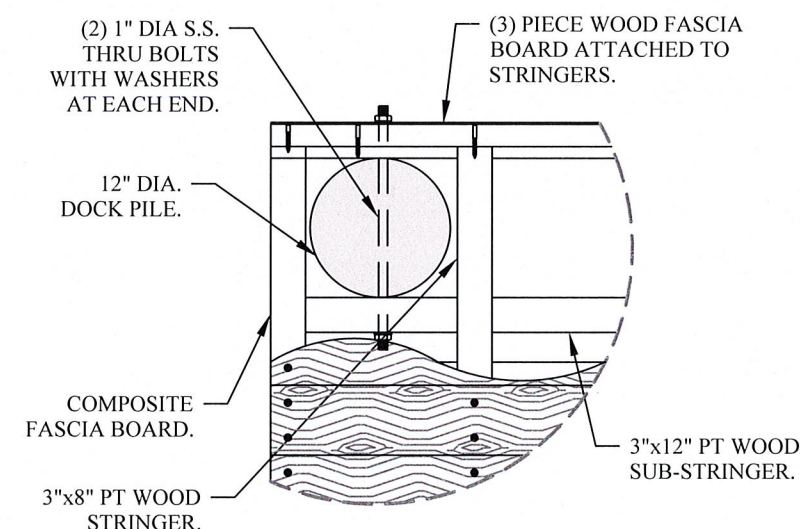
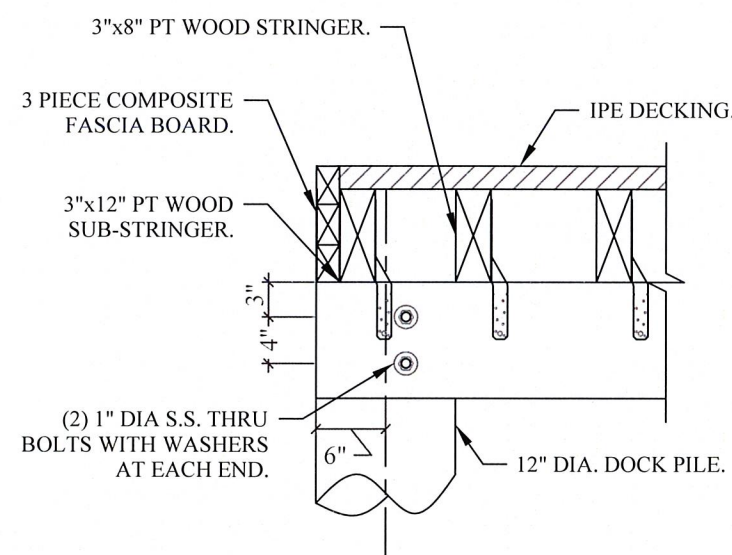
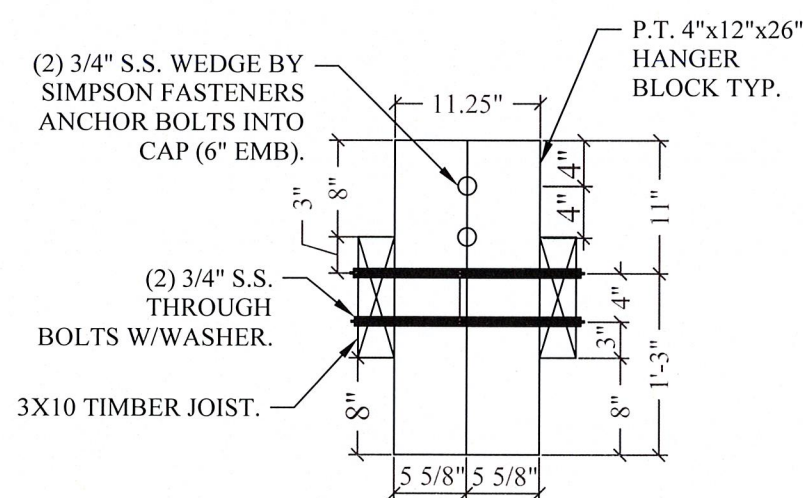
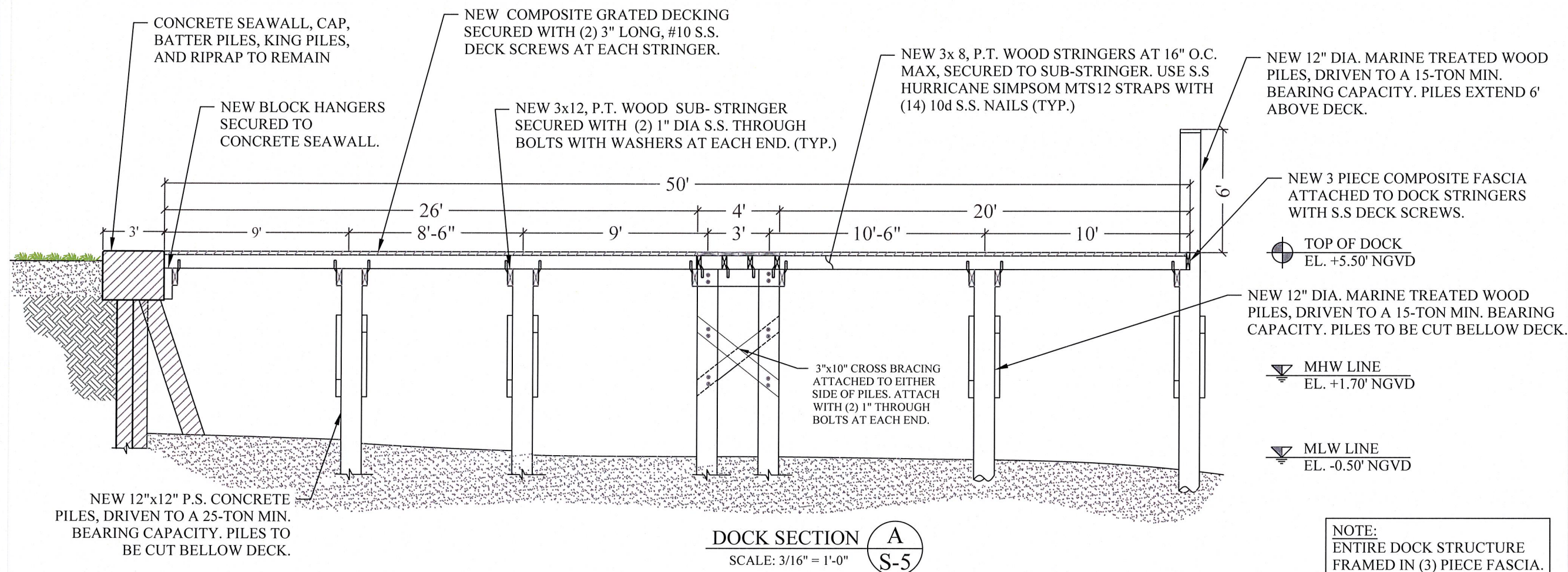
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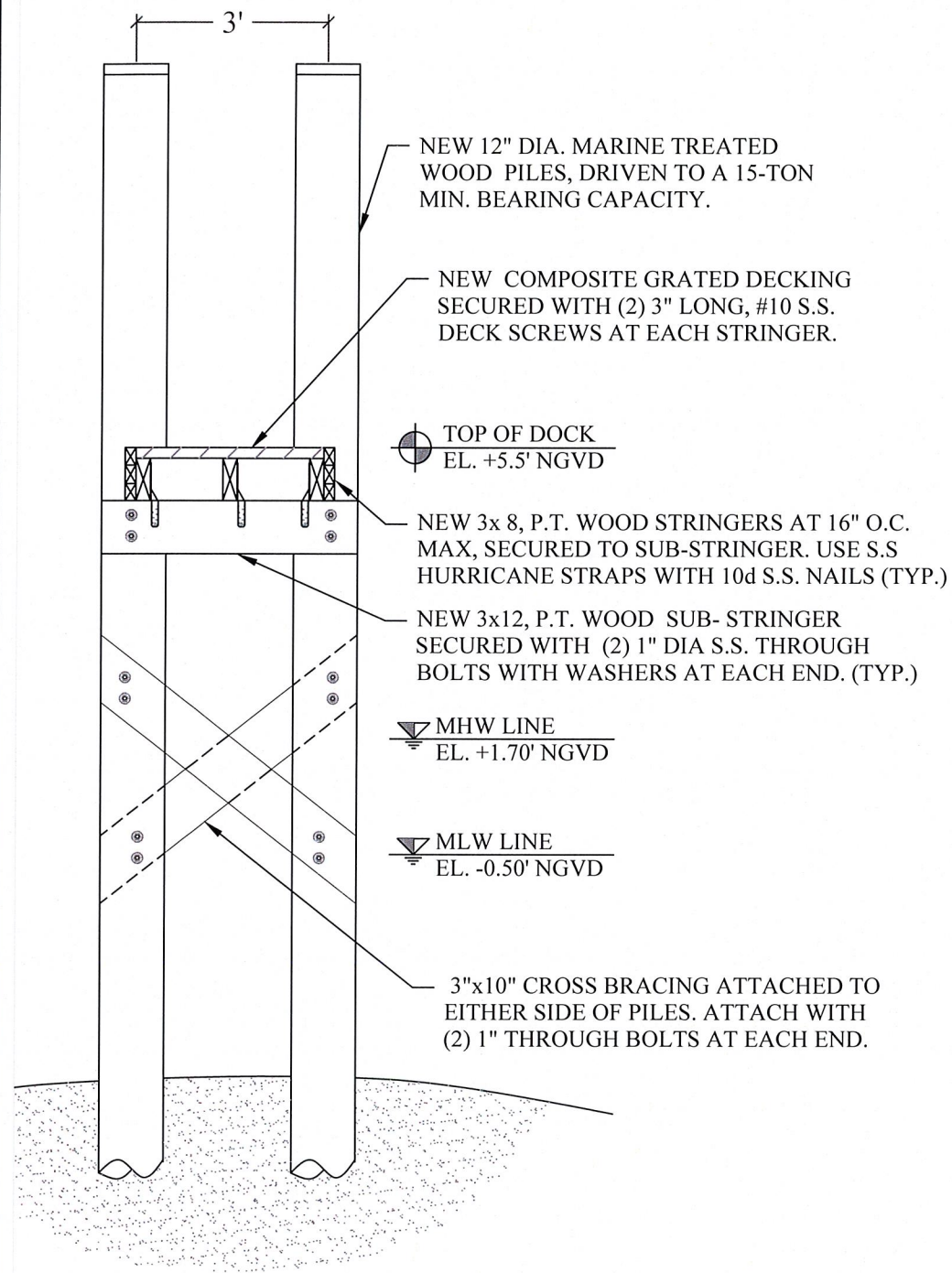
PROJECT: 16-5865

TYPICAL DOCK SECTION AND DETAILS

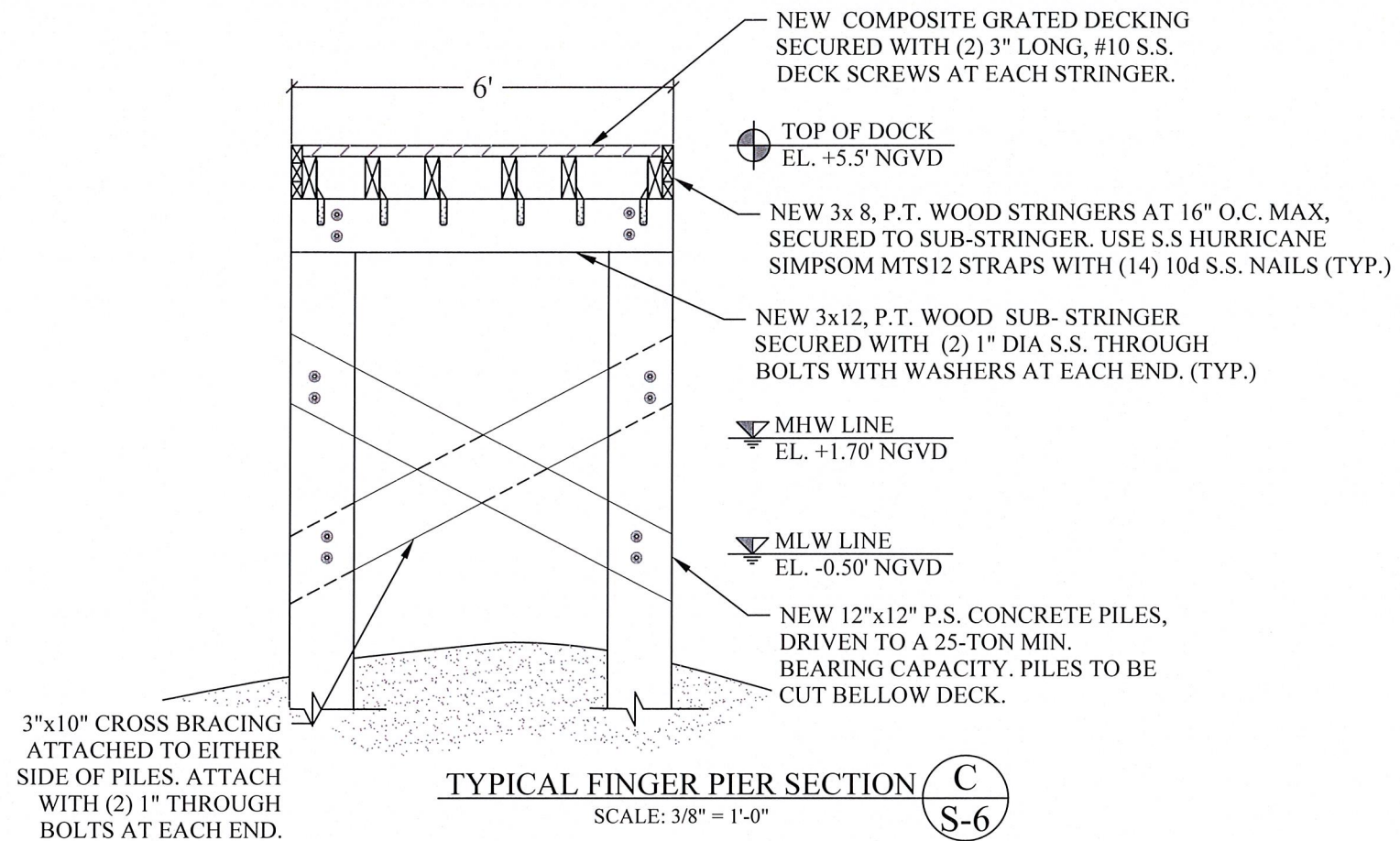
SCALE : AS SHOWN
SHEET NO.

S-5

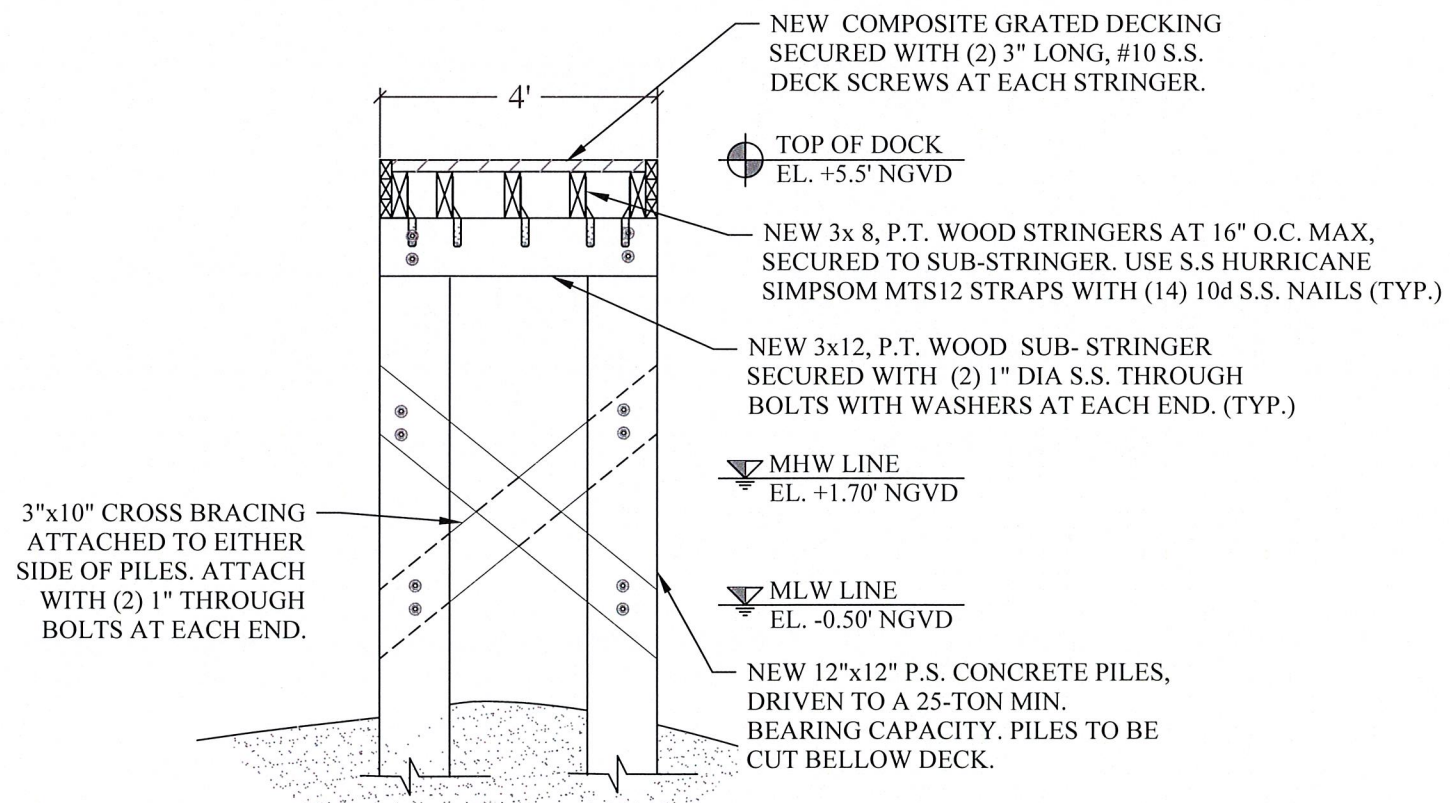




TYPICAL FINGER PIER SECTION **B**
SCALE: 3/8" = 1'-0" **S-6**



TYPICAL FINGER PIER SECTION **C**
SCALE: 3/8" = 1'-0" **S-6**



TYPICAL FINGER PIER SECTION **D**
SCALE: 3/8" = 1'-0" **S-6**

1135 103rd STREET DOCKING FACILITY PROJECT

Bay Harbor Islands, Florida

CLIENT:

BH INVESTMENT, LLC
c/o **MR. VALERIO MORABITO**
1691 Michigan Ave
Suite 440
Miami Beach, FL 33139

ENVIRONMENTAL CONSULTANT:

OCEAN CONSULTING, LLC
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CONTRACTOR:

PROJECT ENGINEER:

DYNAMIC ENGINEERING SOLUTIONS, INC.

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John Omslaer
PE 52733, CA 26829

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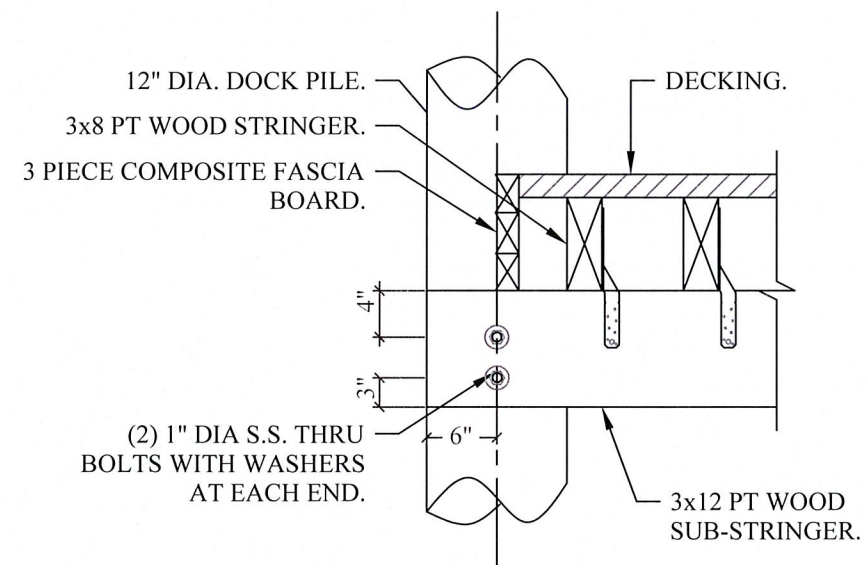
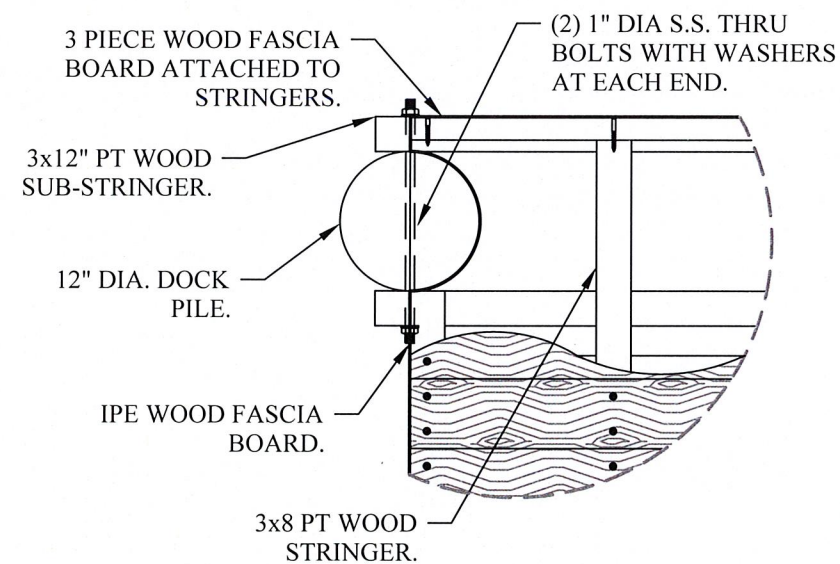
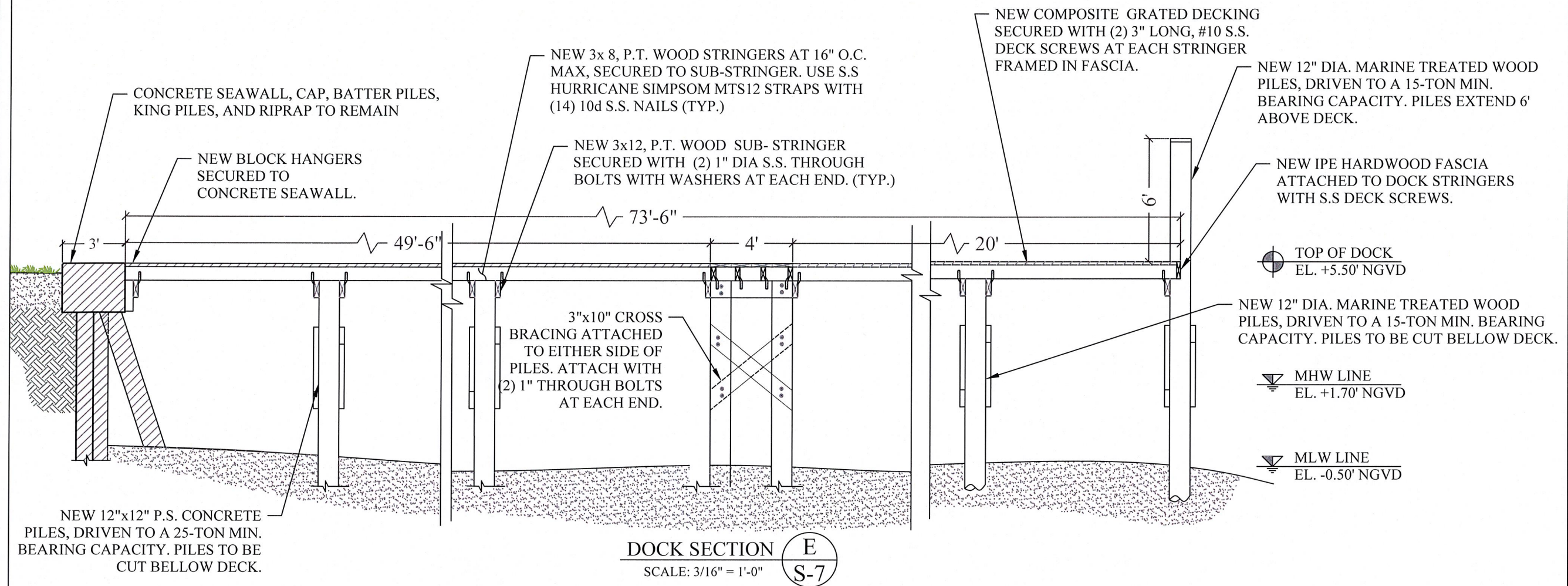
Issue #	Issue Date
①	December 8, 2021
②	February 4, 2022
③	February 22, 2022

PROJECT: 16-5865

FINGER PIER SECTION

SCALE : AS SHOWN
SHEET NO.

S-6



1135 103rd STREET DOCKING FACILITY PROJECT

Bay Harbor Islands, Florida

CLIENT:

BH INVESTMENT, LLC

c/o **MR. VALERIO MORABITO**

1691 Michigan Ave

Suite 440

Miami Beach, FL 33139

ENVIRONMENTAL CONSULTANT:

OCEAN

CONSULTING, LLC

340 Minorca Avenue, Suite 7

Coral Gables, Florida 33134

Tel: (305) 921-9344

Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:

DYNAMIC ENGINEERING

SOLUTIONS, INC.

351 S. Cypress Road, Suite 303

Pompano Beach, FL 33060

Office - 954-545-1740

Fax - 954-545-1721

SEAL / SIGNATURE / DATE

This document has been electronically signed and sealed by John H. Omslaer, P.E. on using a SHA-1 authentication code. Printed copies are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies per rule 62-30.060, F.A.C.

John Omslaer

PE 52733, CA 26829

PERMIT DRAWINGS

Issue # Issue Date

① December 8, 2021

② February 4, 2022

③ February 22, 2022

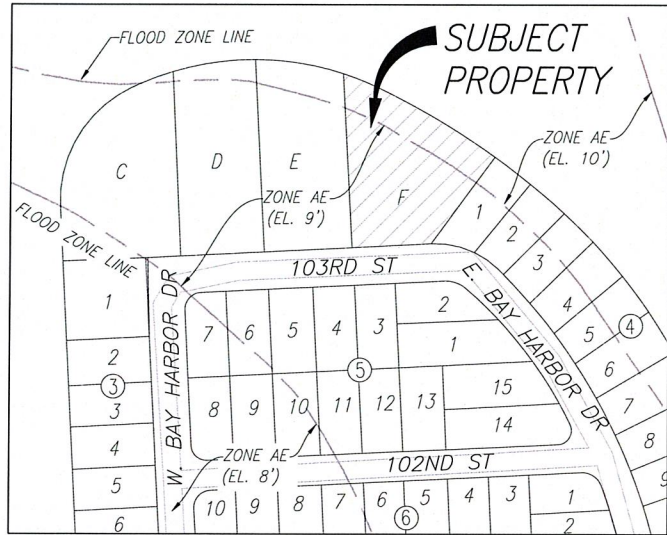
PROJECT: 16-5865

TYPICAL DOCK SECTION
AND DETAILS

SCALE: AS SHOWN
SHEET NO.

S-7

GENERAL LEGEND:	
	AERIAL TARGET
	ALUMINUM LIGHT POST
	ALUMINUM LIGHT POST (SINGLE)
	ALUMINUM LIGHT POST (DOUBLE)
	ALUMINUM LIGHT POST (TRIPLE)
	ALUMINUM LIGHT POST (QUADRUPLE)
	ANCHOR/GUY WIRE
	BACKFLOW PREVENTER ASSEMBLY
	CABLE TELEVISION BOX
	CATCH BASIN
	CATCH BASIN F-3
	CENTERLINE
	CHECK VALVE ASSEMBLY
	CIRCULAR DRAIN
	COLUMN (CIRCULAR)
	COLUMN (SQUARE)
	CONCRETE LIGHT POLE
	CONCRETE LIGHT POLE (DOUBLE)
	CONCRETE POWER POLE
	CONTROL POINT
	CURB INLET
	ELECTRIC BOX
	ELECTRIC HAND HOLE
	ELEVATIONS (SEE NOTES FOR DATUM)
	FIRE HYDRANT
	FLAGPOLE
	FORCE MAIN MANHOLE
	FORCE MAIN VALVE
	F.P.L. ELECTRIC MANHOLE
	F.P.L. FIBER NETWORK
	F.P.L. TRANSMISSION POLE
	GAS MANHOLE
	GAS METER
	GAS PUMP
	GAS VALVE
	GREASE TRAP MANHOLE
	GROUND LIGHTING
	GUARD POST
	IRRIGATION HAND HOLE
	IRRIGATION VALVE
	MAILBOX
	MONITOR WELL
	MONUMENT LINE
	OVERHEAD WIRES (APPROXIMATE)
	P-5 INLET
	P-6 INLET
	PARKING METER
	PEDESTRIAN CROSSING SIGNAL
	PERMANENT REFERENCE MONUMENT
	POST INDICATOR VALVE
	VACUUM BREAKER ASSEMBLY
	PROPERTY LINE
	ROUND CATCH BASIN
	SANITARY SEWER CLEANOUT
	SANITARY SEWER MANHOLE
	SHAMESE CONNECTION
	SIGN POST
	SPRINKLER PUMP
	STANDPIPE
	STORM SEWER MANHOLE
	SHALE INLET
	TELEPHONE BOX (SOUTHERN BELL)
	TELEPHONE HAND HOLE
	TELEPHONE MANHOLE (S.D. BELL)
	TELEPHONE PATHING
	TRAFFIC HAND HOLE
	TRAFFIC UTILITY BOX
	TRAFFIC SIGNAL POST
	UNDERGROUND UTILITY MARKER
	UNKNOWN UTILITY MANHOLE
	UNKNOWN UTILITY HAND HOLE
	WATER MANHOLE
	WATER METER
	WATER VALVE
	WOOD LIGHT POLE
	WOOD POWER POLE
	WOOD TELEPHONE POLE
	HANDICAP PARKING
	STROLLER PARKING
	STREET LIGHT BOX
	TREE
ABBREVIATIONS:	
	denotes DELTA
	denotes DELTA ANGLE
	denotes DELTA DISTANCE
	denotes DELTA POINT
	denotes DELTA TANGENT DISTANCE
	denotes DELTA PERMANENT CONTROL POINT
	denotes DELTA PERMANENT REFERENCE MONUMENT
	denotes DELTA PLAT BOOK
	denotes DELTA PAGE
	denotes DELTA POINT OF COMMENCEMENT
	denotes DELTA POINT OF BEGINNING
	denotes DELTA OVERHEAD UTILITY WIRES
	denotes DELTA OFFICIAL RECORDS BOOK
	denotes DELTA POINT OF CURVATURE
	denotes DELTA CONCRETE BLOCK STRUCTURE
	denotes DELTA CHAINLINE FENCE
	denotes DELTA METAL FENCE
	denotes DELTA WOOD FENCE
	denotes DELTA TRENCH ELEVATION
	denotes DELTA FOUND IRON PIPE
	denotes DELTA SET IRON PIPE LB-97 CP
	denotes DELTA FOUND NAIL & BRASS DISC
	denotes DELTA SET NAIL & BRASS DISC
	denotes DELTA CORRUGATED IRON PIPE
	denotes DELTA ELECTRIC TRANSFORMER PAD
	denotes DELTA ENCROACHMENT
	denotes DELTA DEPRESSED CURB
	denotes DELTA PLANTER
	denotes DELTA BUS SHELTER
	denotes DELTA INVERT ELEVATION
	denotes DELTA TOP OF PIPE
	denotes DELTA CORRUGATED METAL PIPE
	denotes DELTA PROPERTY LINE
	denotes DELTA DEED DISTANCE
	denotes DELTA DISTANCE BY LEGAL DESCRIPTION
	denotes DELTA MEASURED DISTANCE
	denotes DELTA RECORD OR PLATTED DISTANCE
SYMBOLS:	
	COMMUNICATION
	DRAINAGE
	F.P.L. ELECTRIC
	FORCE MAIN
	IRRIGATION
	NATURAL GAS
	OVERHEAD WIRES
	SANITARY SEWER
	WATER
	LIMITED ACCESS RIGHT OF WAY LINE



LOCATION SKETCH

Scale: 1"=150'

A PORTION OF SECTION 27-52S-42E, MIAMI-DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION

TRACT "F" OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N89°57'41"E ALONG THE NORTH RIGHT-OF-WAY LINE OF 103RD STREET BETWEEN WEST BAY HARBOR DRIVE AND EAST BAY HARBOR DRIVE.
- LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
- AREAS OF THE PROPERTY DESCRIBED HEREON IS ± 52,567 SQ. FT. (± 1.207 ACRES).
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
- THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 9') AND FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 10'), PER FLOOD INSURANCE RATE MAP NO. 12086C0144L, COMMUNITY NO. 120837, PANEL NO. 0144, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) MAP DATED SEPTEMBER 11, 2009.
- VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND ITEMS.
- THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
- SHOWN HEREON ARE PLOTTABLE EASEMENTS AND RIGHTS-OF-WAY REFLECTED AS EXCEPTION IN TITLE COMMITMENT FILE NO.: 859767-MA ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JULY 05, 2017 AT 8:00 A.M.
- THIS SITE CONTAINS 9 PARKING SPACES THAT ARE PARTIALLY INTO THE PROPERTY AND PARTIALLY INTO THE RIGHT-OF-WAY OF 103RD STREET.
- MIAMI-DADE COUNTY PROPERTY APPRAISER FOLIO NO.: 13-2227-001-6770
- ADDRESS: 1135 103RD STREET BAY HARBOR ISLANDS, FL 33154
- ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
- BENCHMARKS:
MIAMI-DADE BENCHMARK, NAME R-243, LOCATOR 2225 W.
LOC1: 96 ST (KANE CONCOURSE) --- 5' NORTH OF NORTH CURB LINE.
LOC2: E. BROADVIEW DRIVE --- 150'± EAST OF C/L.
BM DESCRIPTION: US C & G BRASS DISC IN TOP OF GUARD RAIL BASE AT NW CORNER OF BRIDGE
ELEVATION=6.61' N.G.V.D. 29

NOTES REGARDING SCHEDULE B-SECTION 2

(AS REFLECTED AS EXCEPTION IN TITLE COMMITMENT (FILE NO.: NCS-859767-MA/CUSTOMER REF: BAY HARBOR), ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF JULY 05, 2017 AT 8:00 A.M.

- MATTERS SHOWN ON PLAT OF BAY HARBOR ISLAND, RECORDED IN PLAT BOOK 46, PAGE 5. (SHOWN)
- EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN BOOK 9010, PAGE 551. (BLANKET EASEMENT)
- INTENTIONALLY DELETED
- EASEMENT RECORDED IN BOOK 30485, PAGE 1478. (SHOWN)

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS

THAT THIS "BOUNDARY SURVEY & TOPOGRAPHIC SURVEY" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE STANDARD OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS AS CONTAINED IN RULES 54-17.051 AND 54-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

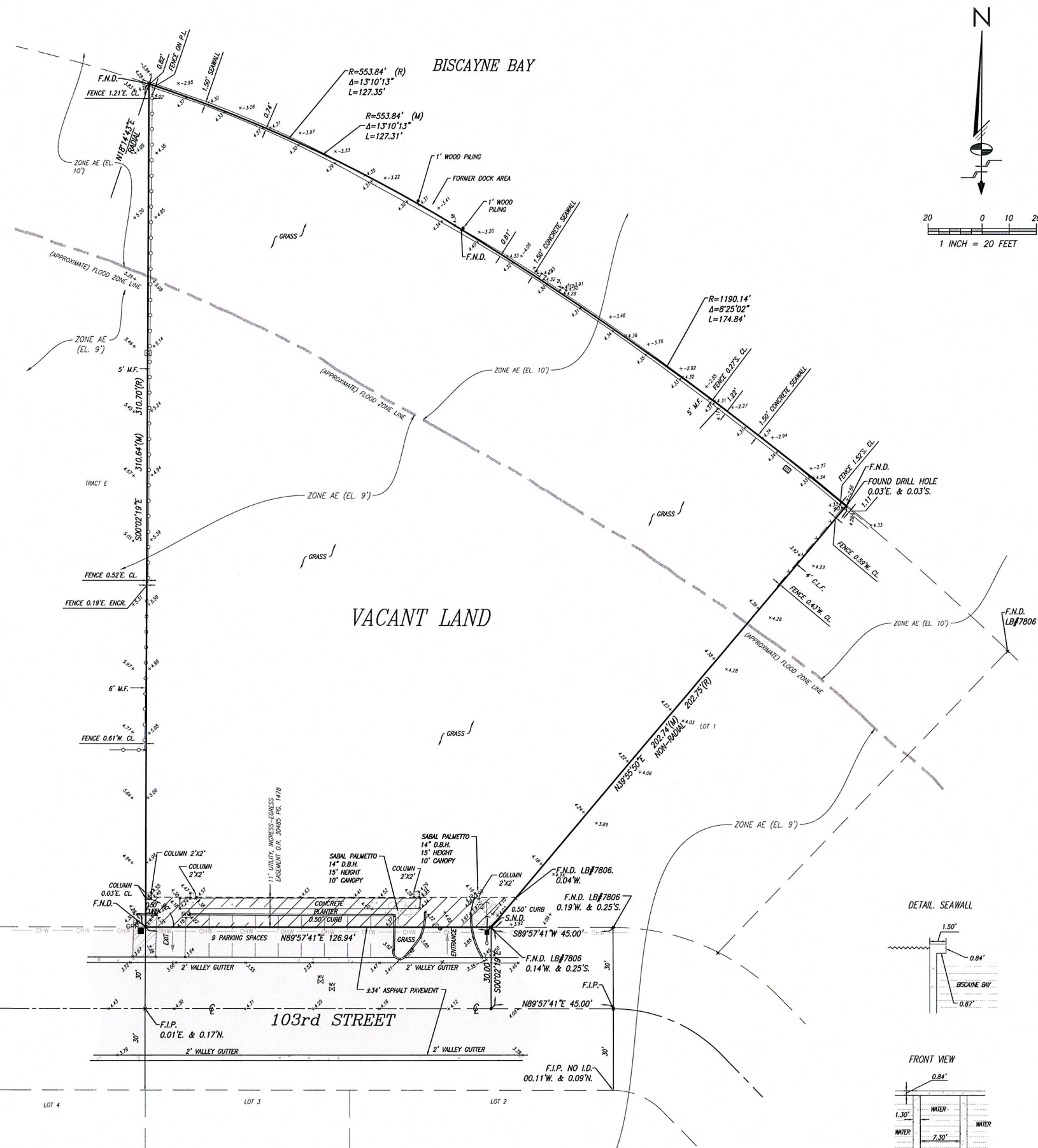
Schwebke-Shishkin & Associates, Inc.

By: Mark Steven Johnson DATE OF PLAT OR MAP: 08-30-2021
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR NO. 4775
STATE OF FLORIDA

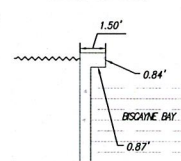
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

CERTIFIED TO:

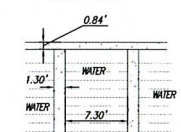
- MORABITO HOLDING LLC
- FIRST AMERICAN TITLE INSURANCE COMPANY
- P3 INVESTMENTS I, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- APOLLO BANK, ITS SUCCESSORS AND ASSIGNS
- BH INVESTMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY



DETAIL: SEAWALL



FRONT VIEW



ALTA/NSPS LAND TITLE SURVEY

CERTIFICATE OF AUTHORIZATION No. LB-67 Surveyor's Seal Schwebke-Shishkin & Associates, Inc. LAND PLANNERS • LAND SURVEYORS 3340 CORPORATE HWY., MIAMI, FLORIDA 33025 TEL: (305) 435-7010 FAX: (305) 435-3888	Checked By: <u>M.S.J.</u> Date: <u>08-14-2017</u> Drawn By: <u>Y.H.F.</u> Date: <u>08-03-2017</u> Order No. <u>202178</u> F.E. No.: <u>2949</u> Scale: <u>AS SHOWN</u> File No. <u>AJ-5524</u> Sheet <u>1</u> of <u>1</u>
	NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper. This is a "Boundary Survey."

REVISIONS	
No.	Description
1	Initial Survey
2	Final Survey
3	Final Survey
4	Final Survey
5	Final Survey
6	Final Survey
7	Final Survey
8	Final Survey
9	Final Survey
10	Final Survey

File No. AJ-5524

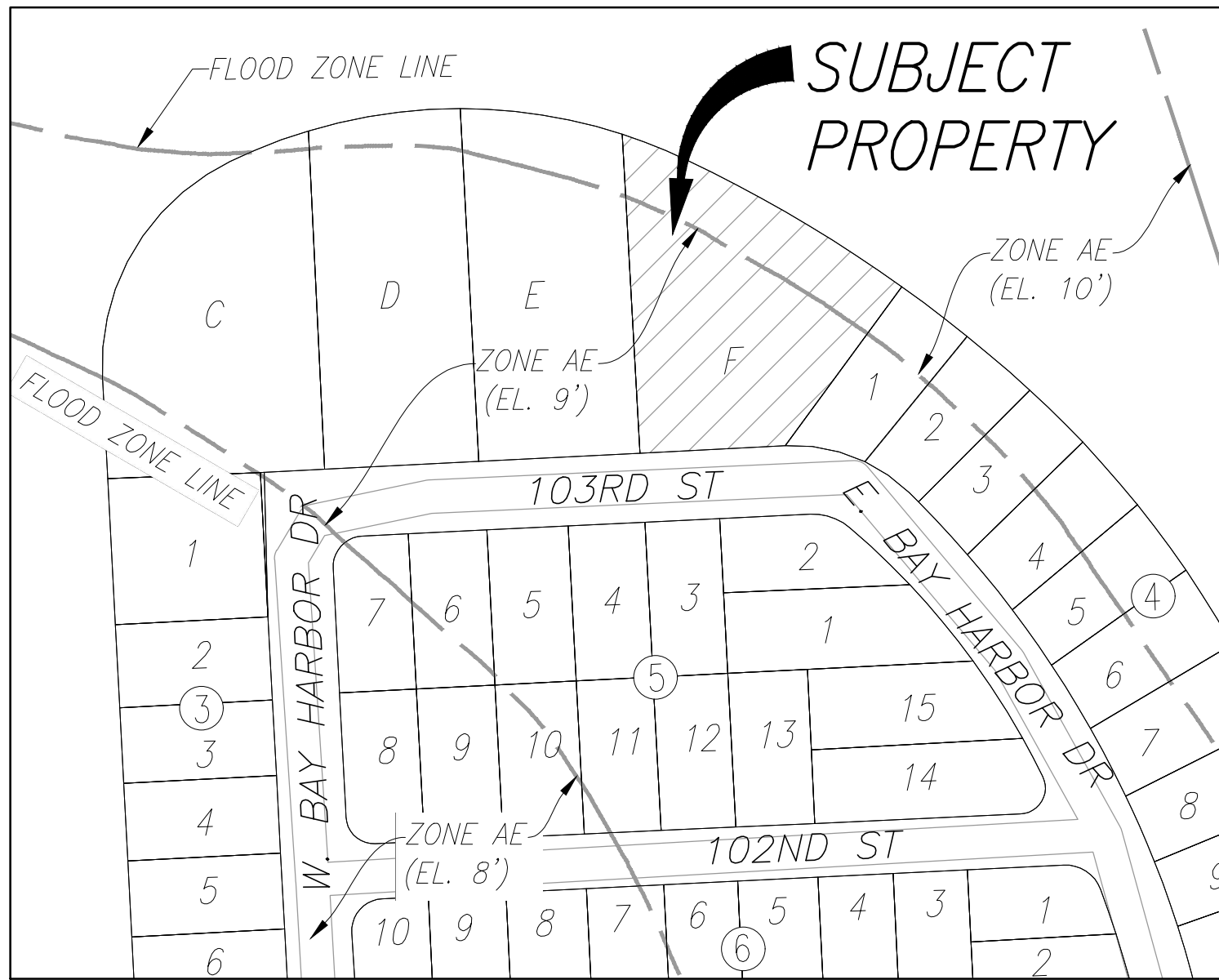
GENERAL LEGEND:

ARIAL TARGET
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CABLE TELEVISION BOX
CATCH BASIN
CATCH BASIN F-3
CENTERLINE
CHECK VALVE ASSEMBLY
CIRCULAR DRAIN
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CONCRETE POWER POLE
CONTROL POINT
CURB INLET
ELECTRIC BOX
ELECTRIC HAND HOLE
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L. ELECTRIC MANHOLE
F.P.L. FIBER NETWORK
F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
GUARD POST
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITOR WELL
MONUMENT LINE
OVERHEAD WIRES (APPROXIMATE)
P-5 INLET
P-5 INLET
PARKING METER
PEDESTRIAN CROSSING SIGNAL
PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
ROUND CATCH BASING
SAWTOOTH SEWER CLEANOUT
SAWTOOTH SEWER MANHOLE
SEWER CONNECTION
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
TELEPHONE MANHOLE (S.O. BELL)
TELEPHONE PAYPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TRAFFIC SIGNAL POST
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WATER METER
WOOD LIGHT POLE
WOOD POWER POLE
WOOD TELEPHONE POLE
HANDICAP PARKING
STROLLER PARKING
STREET LIGHT BOX
TREE

ABBREVIATIONS:

R denotes RADII
A denotes BEARING ANGLE
L denotes ARC DISTANCE
T denotes TANGENT DISTANCE
PCP denotes PERMANENT CONTROL POINT
PRM denotes PERMANENT REFERENCE MONUMENT
PB denotes PLAT BOOK
PO denotes POINT
POB denotes POINT OF BEGINNING
POC denotes POINT OF COMMENCEMENT
POD denotes POINT OF BEGINNING
OHP denotes OVERHEAD UTILITY WIRES
OR denotes OFFICIAL RECORDS BOOK
PC denotes POINT OF CURVATURE
CBS denotes CONCRETE BLOCK STRUCTURE
CONE denotes CONCRETE
CLF denotes CHAINLINK FENCE
MF denotes METAL FENCE
WF denotes WOOD FENCE
FTE denotes FINISH FLOOR ELEVATION
F.P.L. denotes FOUND IRON PIPE
S.F.P. denotes SET IRON PIPE & LB-ST CAP
F.N.D. denotes FOUND NAIL & BRASS DISC
S.N.D. denotes SET LB-ST NAIL & BRASS DISC
CP denotes CORRUGATED IRON PIPE
CL denotes CLEAR
E.T.P. denotes ELECTRIC TRANSFORMER PAD
ENCR denotes ENCROACHMENT
D.C. denotes DEPRESSIONED CURB
PL denotes PLANTER
B.S. denotes BUS SHELTER
LE denotes LEED ELEVATION
T.O.P. denotes TOP OF PIPE
C.M.F. denotes CORRUGATED METAL PIPE
P.L. denotes PROPERTY LINE
OD denotes ODD DISTANCE
L denotes DISTANCE BY LEGAL DESCRIPTION
M denotes MEASURED DISTANCE
R denotes RECORD OR PLATTED DISTANCE

COMM — COMMUNICATION
DRAIN — DRAINAGE
FPL — FIBER
FM — FORCE MAIN
IRRIG — IRRIGATION
GAS — NATURAL GAS
OHW — OVERHEAD WIRES
SM — SANITARY SEWER
WM — WATER
L.A.R. — LIMITED ACCESS RIGHT OF WAY LINE



LEGAL DESCRIPTION

TRACT "F" OF BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

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- LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
- AREAS OF THE PROPERTY DESCRIBED HEREON IS ± 52,567 SQ. FT. (± 1.207 ACRES).
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- THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 9') AND FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 10'). PER FLOOD INSURANCE RATE MAP NO. 12086C0144L, COMMUNITY NO. 120637, PANEL NO. 0144, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) MAP DATED SEPTEMBER 11, 2009.
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- THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
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- THIS SITE CONTAINS 9 PARKING SPACES THAT ARE PARTIALLY INTO THE PROPERTY AND PARTIALLY INTO THE RIGHT-OF-WAY OF 103rd STREET.
- MIAMI-DADE COUNTY PROPERTY APPRAISER FOLIO NO.: 13-2227-001-6770
- ADDRESS: 1135 103RD STREET BAY HARBOR ISLANDS, FL 33154
- ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
- BENCHMARKS:
MIAMI-DADE BENCHMARK, NAME R-243, LOCATOR 2225 W.
LOC1: 96 ST (KANE CONCOURSE) — 5' NORTH OF NORTH CURB LINE.
LOC2: E. BROADVIEW DRIVE — 150'4" — EAST OF C/L
BM DESCRIPTION: US C & G BRASS DISC IN TOP OF GUARD RAIL BASE AT NW CORNER OF BRIDGE
ELEVATION=6.61' N.G.V.D. 29

NOTES REGARDING SCHEDULE B-SECTION 2

(AS REFLECTED AS EXCEPTION IN TITLE COMMITMENT (FILE NO.: NCS-859767-MIA/ CUSTOMER REF: BAY HARBOR), ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF JULY 05, 2017 AT 8:00 A.M.

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- EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN BOOK 9010, PAGE 551. (BLANKET EASEMENT)
- INTENTIONALLY DELETED
- EASEMENT RECORDED IN BOOK 30485, PAGE 1478. (SHOWN)

SURVEYOR'S CERTIFICATION:

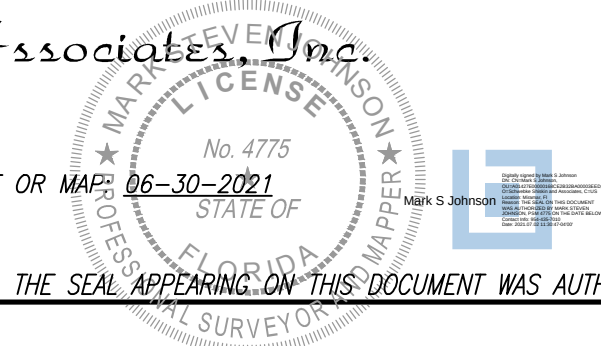
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS

THAT THIS "BOUNDARY SURVEY & TOPOGRAPHIC SURVEY" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE STANDARD OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS AS CONTAINED IN RULES 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Schwebke-Shiskin & Associates, Inc.

By: Mark Steven Johnson

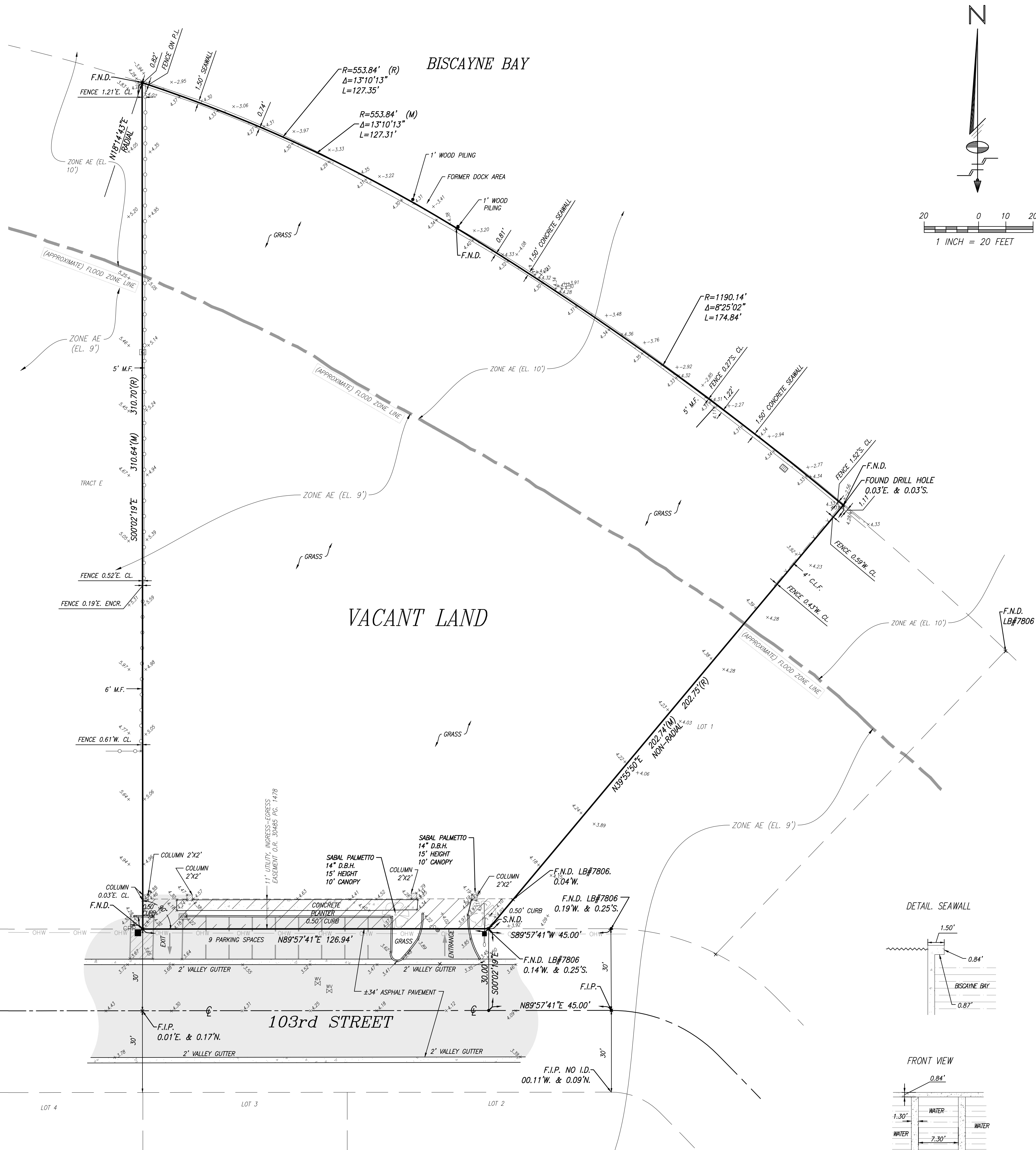
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR NO. 4775
STATE OF FLORIDA.



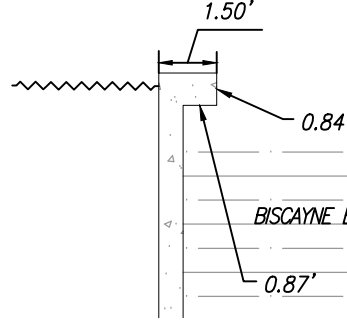
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

CERTIFIED TO:

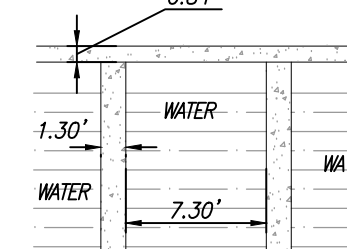
- MORABITO HOLDING LLC
- FIRST AMERICAN TITLE INSURANCE COMPANY
- P3 INVESTMENTS I, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- APOLLO BANK, ITS SUCCESSORS AND ASSIGNS
- BH INVESTMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY



DETAIL: SEAWALL



FRONT VIEW



ALTA/NSPS LAND TITLE SURVEY

REVISIONS

Rev.	Order No.	Field Book	Remarks
1	207615	207615	Initial Survey
2	207616	207616	207616-24
3	207617	207617	207617-24
4	207618	207618	207618-24
5	207619	207619	207619-24
6	207620	207620	207620-24
7	207621	207621	207621-24

File No. AJ-5524

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS
3340 CORPORATE WAY, MIAMI, FLORIDA 33025
TEL: (954) 436-7010 FAX: (954) 436-3288

CERTIFICATE
OF INFORMATION
No. LB-87

Drawn By: J.H.F. Date: 08-14-2017
Survey Target: 08-03-2017
Order No. 207276 F.B. No.: 2828
Scale: AS SHOWN
File No. AJ-5524
Sheet 1 of 1 Sheet(s)

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

Section 27, Township 52 South, Range 42 East, Miami-Dade County, Florida

This is a "Boundary Survey."

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 12.

ITEM: Approval or Denial of a variance request for the property located at 1135 103rd Street. In accordance with Section 2-22 of the Town Code, the Town Council shall determine whether to grant or deny the application for a variance. An affirmative vote of five Council Members is necessary in order to grant the variance request. The decision of the Town Council is final. If the request is granted, the decision of the Town Council shall be recorded in a resolution to be prepared by the Town Attorney. It should be noted that any approval of the Town Council is subject to other requirements of the Town Code, Miami Dade County Code, Florida Building Code, FEMA or any other applicable governing agency.

DESCRIPTION:

RECOMMENDED ACTION:

Council's Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 13.

ITEM: Consideration and Adoption of an Ordinance on First Reading modifying Section 23-30(f) of Article II of the Town Code modifying the existing code provisions for mechanically stacked vehicle lifts. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

The Town Code includes and encourages provisions for "innovative" parking designs/solutions, such as tandem parking, mechanical vehicle lifts, non-concurrent parking reductions for mixed/shared uses, etc.

The proposed ordinance seeks to eliminate use of mechanical vehicle lifts from being installed in other than an internalized enclosed parking garages, or on taller building rooftops where visibility is restricted from ground level.

RECOMMENDED ACTION:

Council's Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

1.	BHI TC Staff Report Vehicle Lifts Parking Trust Aug 3 2022
2.	BHI OffSite Parking Draft Ver 2 Ord July 29 2022-

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Council Members
Town of Bay Harbor Islands

CC: Maria Lasday - Town Manager
Joseph S. Geller, Esq. - Town Attorney
Yvonne P. Hamilton, CMC – Town Clerk

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: August 3rd, 2022

Subject: Town of Bay Harbor Islands
Proposed Land Development Code (Zoning) Amendment
Off-Street Parking – Mechanically Stacked Vehicle Lifts / Parking Trust
MMPA Acct. No. 01-0702-0800

ISSUE:

The Town has had extensive Land Development / Zoning Regulations for many years (1957). Periodic updates have been made over the years to update / modernize / refine various Codes. Beginning in the mid-2000s and continuing to today the Town has embarked on a concerted effort to update many of its original 1957-2000 Codes to address specific land development issues. Our firm has assisted the Town in research, studies, crafting new or revised Codes, and implementing the Codes as applied to new land development reviews. As the need has arisen, further refinements have occurred over the years. In 2007, after extensive study and public discussions, the Off-Street Parking Code was substantially updated – there have a few minor updates since. The Town initially had only few and/or limited regulations as to off-street parking. Little or no parking was required for earlier development which has led to the current situation. Over the years more people moved to the Town / surrounding areas and acquired more and more motor vehicles. To accommodate the parking demand the Town allowed head-in or paved swale parking along its streets, and even acquired several sites and constructed Town-owned parking lots. This has helped but parking shortages remain in some older developed areas. New redevelopment is required to meet higher standards for the quantity, size, and location of off-street parking. The Town Code now requires that all required parking occur on the subject site, on a nearby site via a legal agreement, or participate, if approved, in the Town's Parking Trust. Due to the Town's earlier development situation the Code includes and encourages provisions for "innovative" parking designs / solutions, such as tandem parking, mechanical vehicle lifts, non-concurrent parking reductions for mixed / shared uses, etc. MMPA believes

this has been extremely successful for the Town. Newer residential land developments have sufficient parking for residents, guests, deliveries, and lobby drop-off with few exceptions. Because of the age of most of the Town's commercial developments, there are often severe shortages of available parking on their sites. The Town's on-street metered parking spaces along Kane Concourse and other streets helps, as well as the Town's nearby surface lots and Parking Garage. Daily parking demand for office / retail / service uses, and to a certain degree cafes / restaurants, is higher. During evening hours and weekends parking demand is less because the office workers are not present. This non-concurrent parking situation (not at the same time) is typical in commercial and mixed-use areas. In the future the use of self-driven motor vehicles may change with the advent of automated vehicles – but probably not soon. The Town's current Parking Code appears to be operating successfully with few exceptions.

In newer redevelopment applications about 25% of the projects make use of tandem parking. Only a few have included mechanical vehicle lifts (12+/-) operated mostly by a valet service to date. No mechanical vehicle lifts have been approved or constructed outdoors, with the exception of the proposed 1177 Kane Concourse mixed-use project. While the vast majority of their parking spaces are standard surface single spaces, there are both tandem spaces and mechanical lifts in their parking garage, and some mechanical lifts on the parking garage rooftop for overflow parking that were requested by the Town Council. It is not expected those rooftop mechanical vehicle lifts will be used frequently.

In 2020 the Town received an application to expand an existing commercial development along Kane Concourse – that project review is ongoing and nearing DRB review for approval. An expansion of the 2nd floor office area is proposed, as well as minor ground floor renovations. That site (built in 1957) is already deficient as to required / needed parking spaces. Tandem parking spaces were created without formal Town approval and the width of the spaces do not meet Town requirements (too narrow). Even with the allowed parking exemptions and use of properly sized tandem parking spaces, the developer is requesting to construct several outdoor exposed mechanical vehicle lifts near the rear of the building over some of the tandem spaces, as well as possibly purchase some parking spaces in the Town's Parking Trust. This project has not cleared the DRC; therefore, it has not been presented to the Design Review Board, due to various Code compliance issues. Fortunately, the Town's Public Works east surface parking lot and other parking spaces exist within the platted alley in Block 11 to provide extra spaces. While some of their existing uses (ground level retail) are technically exempt from providing parking spaces under the Town Code to encourage certain desired uses, there is still a strong demand for parking for their employees and customers. The Block 11 cross access / parking situation is well-known and various solutions are still being discussed. Cross access between Bay Harbor Terrace and East Bay Harbor Drive cannot be blocked due to Fire Department requirements, solid waste pickup, deliveries and general parking need.

It is MMPA's understanding that the Town never anticipated that exposed mechanical vehicle lifts would ever be constructed outdoors, and we are not supportive of this idea. While the Code is permissive to allow the Town to consider "innovative parking design alternatives", such as mechanical vehicle lifts, due to the unattractiveness of such structures with insufficient screening, the unsecured / unsupervised potential operation of outdoor vehicle lifts by other than trained persons, causes concern. As part of the ongoing Block 11 analysis / discussions the Town Officials / public became aware of the above commercial expansion plans, including the proposal to use outdoor mechanical vehicle lifts.

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At the June 2022 Town Council meeting MMPA was requested to draft possible Code amendments to prohibit mechanical vehicle lifts from being installed in other than an internalized enclosed parking garages, or on taller building rooftops where visibility is restricted from ground level. MMPA prepared some draft Ordinance text for preliminary discussion. Upon initial review of our initial draft by Town officials, MMPA was instructed to revise the initial draft Code amendment to completely ban mechanical vehicle lifts in all future developments in the Town. A grandfather clause was requested for those projects that have already received DRB / TC Site Development Plan approvals and/or building permits. In addition, MMPA was requested to include modifications to the Town Parking Trust Code provisions to limit their use to only nonresidential developments but provide an extreme hardship exception for residential developments (ex. loss of underground parking garages in previously approved projects due to changing FEMA / FBC flood regulations / future sea level rise / etc.) at the Town Council's discretion. MMPA feels the total banning of mechanical vehicle lifts may be too limiting due to the Town's small lot sizes, restrictive land development codes, ever changing flood regulations, and upcoming changes to motor vehicles. MMPA would prefer for the Town to have some flexibility in its regulations to accommodate unique situations. Most nearby municipalities have similar Code provisions – perhaps some expanded Code regulations for vehicle lifts similar to Miami Beach's should be explored and implemented.

See the attached updated draft Ordinance dated 8/03/22.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S ZONING AND PLANNING CODE TO MODIFY THE EXISTING CODE PROVISIONS GOVERNING OFF-STREET PARKING; MODIFYING SECTION 23-29.1 OF ARTICLE II OF CHAPTER 23 RELATED TO THE TOWN PARKING TRUST; MODIFYING SECTION 23-30(f) OF ARTICLE II OF CHAPTER 23 RELATED TO DETERMINING THE AMOUNT OF PARKING SPACES; MODIFYING THE CODE TO CLARIFY A 2008 TOWN COUNCIL ACTION THAT REASSIGNED THE RESPONSIBILITY TO CONSIDER ALTERNATE PARKING ARRANGEMENTS TO THE PLANNING AND ZONING BOARD (NOW KNOWN AS THE DESIGN REVIEW BOARD); MODIFYING THE EXISTING CODE AS IT RELATES TO MECHANICALLY STACKED VEHICLE LIFTS TO INCLUDE PROVISIONS FOR THE ALLOWABLE LOCATIONS AND SCREENING OF MECHANICALLY STACKED VEHICLE LIFTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, much of the existing land development in the Town was constructed prior to the enactment of the Zoning and Planning Code and many design features of the existing land development conflict with the current Code requirements; and

WHEREAS, the Town's adopted Comprehensive Plan concluded that the Town should consider strategies to encourage the re-development of lands primarily on the eastern island of the Town; and

WHEREAS, the Town retains the services of urban planning professionals to study land development activities and land development regulations and recommend strategies and Code modifications to address identified problems; and

WHEREAS, one of the land development issues identified over the years was related to the quantity of parking spaces required and/or provided by land uses, primarily on the Town's eastern island, and the Town periodically updates its Codes to address modern parking demand, and the provision of and design of parking facilities, and

WHEREAS, in response to the increased use of motor vehicles which has caused parking problems throughout the Town and similar surrounding communities, the Town adopted land development regulations to provide minimum parking requirements for all land uses, and

WHEREAS, some residential and commercial properties are under-developed and constrained from expanding due, in some instances, to the inability to provide the current required quantity of parking spaces on-site, so to assist property owners the Town created a Parking Trust in 2004 to allow, upon Town Council approval, contributing to the Parking Trust for portions of the required on-site parking spaces, and

WHEREAS, due to the limited land areas in the Town, changes in parking requirements over the years and current off-street parking arrangements, the Town allows innovative solutions to provide required parking spaces, and

WHEREAS, the Town has determined that the Zoning and Planning Code currently does not provide sufficient limitations for those seeking to utilize the Town's Parking Trust, and has determined that mechanically stacked vehicle lifts are not desired at this time due to operational and safety concerns, and

WHEREAS, the Town Council desires to amend the Town's Zoning and Planning Code to modify the existing Off-Street Parking regulations to provide limitations for the use of the Town's Parking Trust, and to revise the Code to prohibit future development from utilizing mechanically stacked vehicle lifts, but including provisions for the grandfathering of existing and/or previously approved developments with mechanically stacked parking lifts; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Zoning and Planning Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: The foregoing recitals are adopted and hereby incorporated as fully set forth herein.

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to modify Section 23-29.1 to modify the existing Off-Street Parking regulations to provide limitations for the use of the Town's Parking Trust, and Section 23-30 to prohibit new mechanically stacked vehicle lifts for new development in the Town, but to include grandfathering provisions for existing and/or previously approved mechanically stacked vehicle lifts, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2022.

PASSED on Second Reading this ____ day of _____, 2022.

JOSHUA D. FULLER
Mayor

ATTEST:

YVONNE P. HAMILTON, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Greenspoon Marder, Town Attorney Firm
JOSEPH S. GELLER, ESQ.
Town Attorney

Exhibit “A”

Amendments to the Town of Bay Harbor Islands Zoning and Planning Code

Article II. Off-Street Parking

Sec. 23-29.1. - Town parking trust.

(1) A town parking trust is hereby established to receive payments from property owners and/or developers in the town, when as a result of expansion or new growth, all required parking cannot be provided in part or total, on site;

(2) Payments made into the town parking trust shall be used to improve and/or expand existing or proposed town owned on and off-street parking facilities and to secure other sites where additional parking may be established for the public.

(3) If the required number of parking spaces cannot or will not be provided onsite, a property owner and/or developer may meet his/her/its on-site parking requirements by payment into the town parking trust a fee for each of the required on-site parking spaces that cannot or will not be provided on-site (hereinafter the "parking trust fee"), subject to approval by the town council upon a finding that the parking trust fee, in lieu of providing the required on-site parking will not disrupt vehicle parking and traffic patterns or negatively affect adjacent land uses. The parking trust fee shall be established by resolution. Participation in the town parking trust shall be limited to non-residential use sites, or in cases of extreme hardship, such as the loss of previously approved below grade parking due to changes in flood regulations, increasing sea level rise, or as otherwise determined by the town council. Notwithstanding the above, a minimum of 40 percent of all required parking spaces must be provided on-site. The town reserves the right to grant deviations from the provisions of this section upon a demonstration from the applicant of the following:

- (a) Adequate off-street parking is available within 500 feet of the subject site;
- (b) The council determines that the surrounding area will not be adversely impacted by the granting of the deviation;
- (c) The town manager or his/her designee, in conjunction with the chief of police, issues a written recommendation in support of the application; and
- (d) The applicant demonstrates appropriate mitigation in the form of the Parking Trust Fee or other equivalent mitigation.

This section may be waived for municipal, state or federal uses only.

(3a) The town shall require that residential developments provide all of their required parking onsite or on a nearby site as allowed in Sec. 23-26 and Sec. 23-29, unless an extreme hardship is proven to exist, and the town council agrees. For any residential Site Development Plan that was approved by the town prior to XXXXXX, XX, 2022 that allowed participation in the town parking trust, any such approval is deemed grandfathered, as long as the development order approval is still valid.

(4) Additional parking spaces created by the town parking trust shall be made available to the public on a first-come first-served basis. The town may elect to issue a parking certificate for reserved parking spaces created by the town parking trust.

(5) Parking trust fees. The parking trust fee (for each required parking space) shall be set by resolution. The town council shall periodically re-evaluate the parking trust fee on at least a semi-annual basis.

(6) Payment of parking trust fees. The parking trust fee payment shall be ratified via a written parking trust payment agreement prior to the issuance of building permits for a principal structure. The parking trust fee payment may be made:

- (a) In full;
- (b) Financed in annual installments; or
- (c) By annual payments.

(7) Failure to make payment. Failure to make any parking trust fee payment required by the parking trust payment agreement or any other breach of the parking trust payment agreement may result in the imposition of late fees (as established by resolution and/or the parking trust payment agreement) and revocation of the town council's approval of the parking trust payment agreement. Any such revocation of the town council's approval of the parking trust payment agreement shall be approved by the town council at a public meeting after receiving a report from the town manager, and after posting the property and notifying the affected property owner in writing at least 30 days prior to the town council meeting date. If arrangements for payment are not made or alternative parking arrangements approved, the town reserves the right to declare the parking trust payment agreement as void and the revoke occupancy permits, including but not limited to business tax receipts and/or certificates of use until adequate parking is provided, as determined by the town and the property owner shall forfeit and any all rights there under, and any previous funds paid into the parking trust. The administrative costs of any enforcement actions, including staff time, notification and posting, postage, etc. shall be invoiced to the property owner and must be paid in full prior to the town approving construction or reinstating occupancy permits.

(8) Notwithstanding the above, the town council may consider other alternative arrangements from those specified herein, upon receiving a recommendation from the town manager, based upon the submission of a written demonstration by an applicant that the alternative costs/terms will not be detrimental to properties in proximity to the subject site or to the town in general. Justifications may include, but are not limited to, economic hardship, economic incentives, cost changes, or practical application.

Sec. 23-30. - Determining amount of parking spaces.

In determining the amount of space required to be set aside for the parking of vehicles, the following shall be used:

(a) Where frontage is used in accordance with the provisions of [section 23-27](#), all frontage parking will be at an angle of 90 degrees to the property line. A minimum width of eight and one-half feet measured at right angles to the parking space sidelines and a minimum length of 18 feet shall be paved as a basis for each parking space. Each parking space shall be permanently marked by white painted stripes four inches in width, which stripes will also delineate an area of 20 inches (included within the eight and one-half feet) to separate the cars. Toward the front end of each such parking space a car stop or bumper shall be provided which shall be six feet in length and made of materials which have been approved by the planning and zoning board for use in the town and placed on a line two feet from the end of the parking space furthest from the centerline of the street. The placing of the car stop is illustrated by the drawing attached and made a part hereof. A minimum width of 12 feet measured along said frontage shall be entirely clear of street-front parking for each driveway access to off-street parking. All parking shall be in accordance with the diagram attached.

(b) All plans submitted for a building permit shall include a dimensioned plan showing all parking spaces, driveways and landscaping. All off-street parking shall be so planned that each car can turn and exit forward.

(c) For each off-street parking space, adequate ingress, egress and turning space of at least 23 clear feet shall be provided, and each parking space shall be directly accessible to a street, alley or driveway. Two-way driveways shall be a minimum of 23 feet in width unless otherwise approved by the town during the site plan approval process. One-way driveways shall be not less than 12 feet in width. At the intersection of a driveway with a public street, adequate provisions shall be made for the stacking of vehicles so that vehicles waiting to enter or exit a site do not block traffic on the adjoining street. Any security gates shall be set back to accommodate at least one in-bound vehicle inside the property line.

(d) The minimum parking space for off-street parking shall be eight and one-half feet by 18 feet with striping as specified in subsection (a) and in accordance with the diagram attached.

(1) In the BAA-Business district, for 90-degree angle parking and 60-degree angle parking or less, each parking space shall not be less than eight and one-half feet in width and 18 feet in length. For parallel parking, each space shall be eight and one-half feet in width and 25 feet in length.

(e) No part of any off-street parking or driveway area shall be permitted on a five-foot-wide continuous planting strip measured in from the side and rear property line and ten feet from a front (street) property line, except for those variations listed in Sec. 23-24(c)(3)(5) of the Town Code, in accordance with the minimum Miami-Dade County Landscape Code and Town Supplemental Landscape Code.

f) Notwithstanding the above provisions, due the limited land areas in the town, changes in parking requirements over the years and current off-street parking arrangements (including roadway swale parking), the town encourages innovative solutions to provide required parking spaces within lot areas. To that end, required parking spaces may be provided in alternate arrangements other than surface parking, if approved by the ~~town council~~ Design Review Board as part of the normal Site Development Plan approval process. As related to requests for alternative parking arrangements, such as for participation in the Town's Parking Trust, the town council must approve such requests. This shall include, but is not limited to, tandem parking and mechanically stacked parking, subject to the provisions listed below. This ~~criteria~~ criterion shall apply in both residential and nonresidential developments.

(g) Notwithstanding the above alternative parking arrangement provisions, due to the unattractiveness of such structures, and concerns with unsupervised operation of unattended vehicle lifts, unsupervised mechanically stacked parking lifts shall be prohibited in all new development effective XXXXXX XX, 2022. Those Site Development Plan applications approved by the town prior to that date shall be grandfathered and allowed to remain, as long as the previous project development order approval is still valid. Maintenance, repairs and replacement of previously approved mechanically stacked parking lifts shall be permitted. All mechanically stacked parking lifts shall be installed within a completely enclosed parking garage, or at other locations approved by the town (i.e., 1177 Kane Concourse MXD parking garage rooftop) to ensure adequate screening and security is provided.

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 14.

ITEM: Discussion and **Possible** action regarding the appointment of a member to the Litigation Committee.

DESCRIPTION:

Pursuant to Section 5¾-16 of the Town Code, a Litigation Committee was created with the authority to mitigate fines imposed by the Special Master. Council Members Robert Yaffe and Isaac Salver currently serve on the Committee. Former Council Member Jordan Leonard resigned, prior to the end of his term of office on the Council. This item is before the Council for possible selection of a third member.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a Resolution amending Section 23-22.2 of the Town Code to modify the percentage of Town-owned Transfer of Development Right Dwelling Units that may be allocated to each project. Introduced by Council Member Stephanie Bruder. A copy of the draft Resolution is enclosed.

DESCRIPTION:

Section 23-22.2 of the Town's Code of Ordinances ("Code") establishes a Transfer of Development Rights ("TDR") and a TDR reserve bank owned by the Town.

On April 14th, 2014, the Town Council adopted Resolution No. 2006 which limited the quantity of Town-Owned TDRs that could be allocated to an individual land development project to no more than 50% of the required TDRs necessary to build a land development project that needs 6 or more TDR units, unless special circumstances exist that can be demonstrated to the Town Council, or the land development project needs 5 or less TDR units, in which case a request can be made to acquire 100% of the required TDR units from the Town.

The Town has a finite limited supply of Town-Owned TDR units, and the Town has already allocated a substantial number of Town-Owned TDR units over the years to various land development projects which has significantly depleted the number of remaining available Town-Owned TDR units, and the Town Council is concerned that the remaining bank of Town-Owned TDR units will not be adequate or available for the Town's desired growth management and redevelopment objectives, locations and patterns, and wishes to modify the previous 2014 TDR allocation limitations to help preserve the remaining bank of Town-Owned TDR units.

The private property owners within the Town own and control a substantial number of available Privately-Owned TDR units that could be acquired by others seeking new development in lieu of obtaining TDR units from the Town.

This ordinance proposes the following:

1. The Town shall limit the TDRs that it sells to a Town property owner to no more than twenty-five percent (25%) of the required TDRs needed by the private property owner or developer to develop its land pursuant to its Site Development Plan approval or otherwise.
2. The Town Council will retain its discretion to sell a Town property owner more than twenty-five percent (25%) of the required TDRs needed by the private property owner or developer to develop its land pursuant to its Site Development Plan approval or otherwise, upon the presentation of record evidence by the property owner or developer that: (A) Substantial efforts were made over a period of several months to purchase TDRs from many other Town property owners; and (B) Notwithstanding such substantial efforts and time, the property owner or developer was unable to purchase at least seventy-five percent (75%) of its required TDRs from other Town property owners.
3. Sections one (1) and two (2) above shall apply only when an approved Site Development Plan requires the applicant / property owner to obtain six (6) or more TDRs. When an

approved Site Development Plan requires the applicant / property owner to obtain five (5) or less TDRs, the applicant / property owner may submit an application to the Town to purchase one hundred percent (100%) of its required TDRs from the Town. The Town Council retains discretion whether to sell its TDRs to the applicant / property owner subject to a number of factors, including the following factors: (A) Substantial efforts were made to purchase from many other Town property owners; and (B) Notwithstanding such substantial efforts, the property owner or developer was unable to purchase all of its required TDRs from other Town property owners.

RECOMMENDED ACTION:

Council's Discretion.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk
Stephanie Bruder, Council Member

ATTACHMENTS

1.	BHI TDR Draft Reso August 4, 2022
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA,
MODIFYING THE PERCENTAGE OF TOWN-OWNED
TRANSFER OF DEVELOPMENT RIGHT DWELLING
UNITS THAT MAY BE ALLOCATED TO EACH PROJECT
PURSUANT TO SECTION 23-22.2 OF THE TOWN'S
CODE OF ORDINANCES; SETTING AN EFFECTIVE
DATE.**

WHEREAS, Section 23-22.2 of the Town's Code of Ordinances ("Code") establishes a transfer of development rights ("TDR") and a TDR reserve bank owned by the Town; and

WHEREAS, Section 23-22.2 of the Code permits the Town to sell its TDRs to Town property owners; and

WHEREAS, Section 23-22.2 of the Code permits Town property owners to sell their TDRs to other Town property owners, and as a condition thereto, the seller is required to use the proceeds of the TDR sale to improve its property and bring its property into Code compliance, which may also include the Town's land development codes such as zoning, landscaping, signage, and property maintenance; and

WHEREAS, the Town Council encourages the sale of TDRs among Town property owners so that the funds generated from the sale of TDRs will be used, at least in part, to bring the Seller's property into Code compliance including buildings, parking facilities, landscaping, signage and property maintenance; and

WHEREAS, on April 14th, 2014, the Town Council adopted Resolution No. 2006 that established a limitation on the quantity of Town-Owned TDRs that could be allocated to an individual land development project to no more than 50% of the required TDRs necessary to build a land development project that needs 6 or more TDR units, unless special circumstances exist that can be demonstrated to the Town Council, or the land

development project needs 5 or less TDR units, in which case a request can be made to acquire 100% of the required TDR units from the Town; and

WHEREAS, the Town has a finite limited supply of Town-Owned TDR units, and the Town has already allocated a substantial number of Town-Owned TDR units over the years to various land development projects which has significantly depleted the number of remaining available Town-Owned TDR units, and the Town Council is concerned that the remaining bank of Town-Owned TDR units will not be adequate or available for the Town's desired growth management and redevelopment objectives, locations and patterns, and wishes to modify the previous 2014 TDR allocation limitations to help preserve the remaining bank of Town-Owned TDR units; and

WHEREAS, the private property owners within the Town own and control a substantial number of available Privately-Owned TDR units that could be acquired by others seeking new development in lieu of obtaining TDR units from the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands that:

1. The Town shall limit the TDRs that it sells to a Town property owner to no more than twenty-five percent (25%) of the required TDRs needed by the private property owner or developer to develop its land pursuant to its Site Development Plan approval or otherwise.
2. The Town Council retains its discretion to sell a Town property owner more than twenty-five percent (25%) of the required TDRs needed by the private property owner or developer to develop its land pursuant to its Site Development Plan approval or otherwise, upon the presentation of record evidence by the property owner or developer that:
 - a. Substantial efforts were made over a period of several months to purchase TDRs from many other Town property owners; and

- b. Notwithstanding such substantial efforts and time, the property owner or developer was unable to purchase at least seventy-five percent (75%) of its required TDRs from other Town property owners.
- 3. Sections one (1) and two (2) above shall apply only when an approved Site Development Plan requires the applicant / property owner to obtain six (6) or more TDRs. When an approved Site Development Plan requires the applicant / property owner to obtain five (5) or less TDRs, the applicant / property owner may submit an application to the Town to purchase one hundred percent (100%) of its required TDRs from the Town. The Town Council retains discretion whether to sell its TDRs to the applicant / property owner subject to a number of factors, including the following factors:
 - a. Substantial efforts were made to purchase from many other Town property owners; and
 - b. Notwithstanding such substantial efforts, the property owner or developer was unable to purchase all of its required TDRs from other Town property owners.

PASSED AND ADOPTED this ____ day of _____, 2022.

TOWN OF BAY HARBOR ISLANDS

By: _____
Joshua D. Fuller - Mayor

ATTEST:

Yvonne P. Hamilton - Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Greenspoon Marder LLP - Town Attorney
By: Joseph S. Geller, Esq.

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 16.

ITEM: Consideration and Discussion pertaining to the establishment of an Animal Welfare Committee. This item was submitted by Council Member Yaffe on behalf of a Town resident.

DESCRIPTION:

This item is being proposed to the Town Council to open discussion on creating an Animal Welfare Committee in the Town. A resident of the Town approached Council Member Yaffe regarding the council's consideration of the subject matter.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Acting Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 17.

ITEM: Discussion and Possible action regarding the design and construction of an additional story to the 1165 95th Street Parking Garage. There is a proposal from THA Consulting, who designed the existing garage, for the evaluation, design and construction administration of an additional story (120 additional parking spaces). The amount of the proposal for the design is \$271,000.00. Enclosed are copies of the Proposal and Existing Contract between THA Consulting and the Miami Parking Authority, if the Town decides to piggyback off that contract.

DESCRIPTION:

THA Consulting, Inc designed and was the Engineer of Records of the existing Parking Garage on 95th Street. The garage structure was designed in 2008 to allow for vertical expansion (additional story) to accommodate 120 parking spaces. In June 2022 the Town reached out to the Consultant to request a proposal for the evaluation/feasibility and design of the additional story. The proposal from the Consultant is \$271,000 and includes the feasibility study (given the building code changed), design, permitting and construction administration of the additional story. If the Council decides to proceed with the proposal, enclosed is an existing agreement between THA Consulting and the Miami Parking Authority to piggyback off this contract, pursuant to Section 2-1.2 (6) of the Town Code, Contracts which utilize a bid or proposal that has been secured by another governmental entity "piggyback contract".

The estimated construction cost for a 120 expansion could range from \$2,400,000 to \$2,640,000 based on a national average of \$20,000 to \$22,000 per parking space.

Enclosed is a copy of the proposal and other supporting documents.

RECOMMENDED ACTION:

Council's Discretion.

FINANCIAL ANALYSIS:

This item is not included in the FY 2021-2022 adopted budget or FY 2022-2023 proposed budget. However, it can be funded by the Town's Parking Trust. Currently, the Parking Trust has collected \$296,907 from the two agreements with BH Hotel and Bay Village Hotel out of \$476,434 with a \$179,526 still to be collected in following years. It is expected La Baia and La Baia North will sign Parking Trust agreement and pay in excess of \$1,500,000 into the Parking Trust which could be used to build an additional story on 95th Street Parking Garage.

BUDGET IMPACT:

Submitted By: Jose Custodio, Town Engineer

ATTACHMENTS

1.	THA Submission Bay Harbor Islands 95th Street Garage Expansion
2.	THA Consulting Inc. - AE Services Agreement (G2) - RCG (Executed)_reduced



THA CONSULTING

Town of Bay Harbor Islands

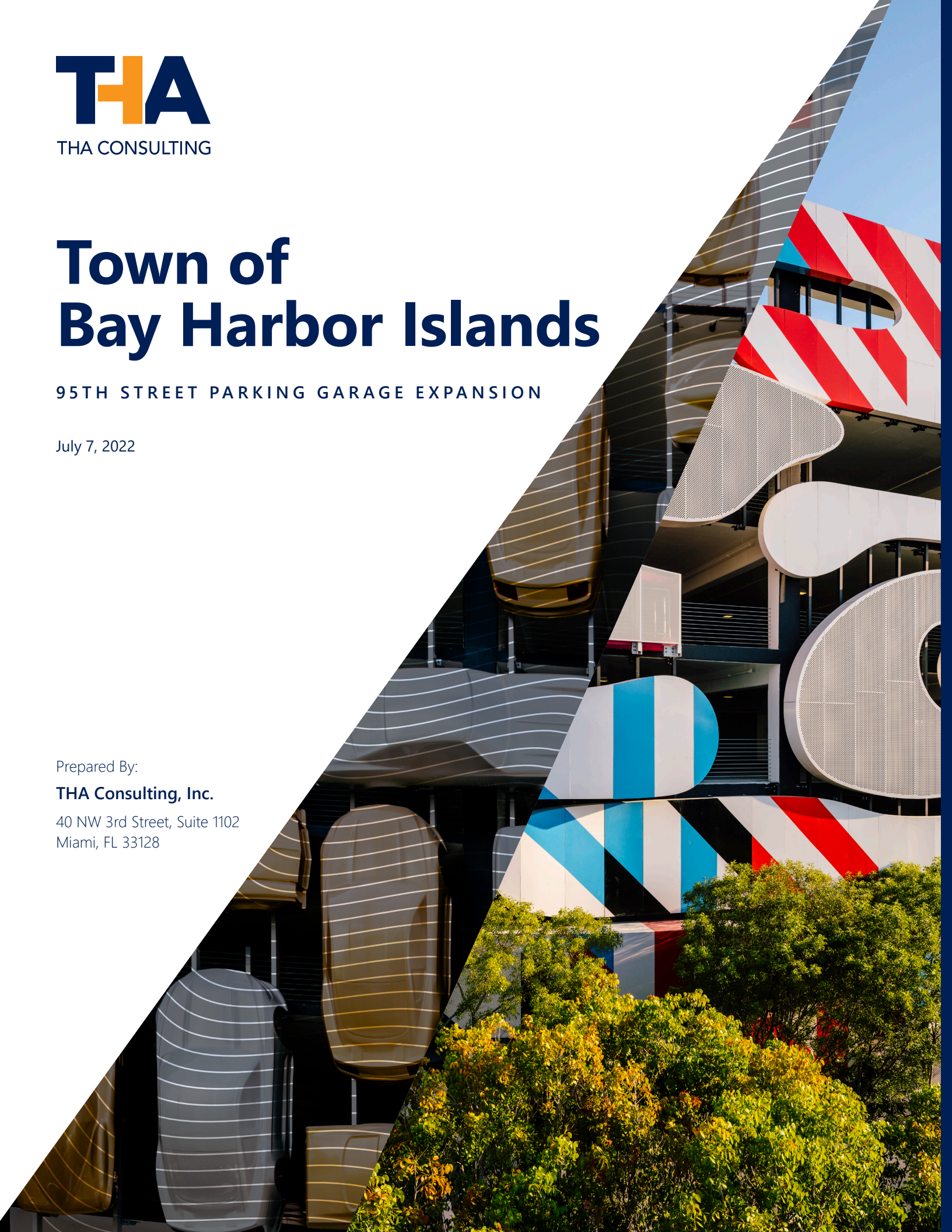
95TH STREET PARKING GARAGE EXPANSION

July 7, 2022

Prepared By:

THA Consulting, Inc.

40 NW 3rd Street, Suite 1102
Miami, FL 33128





THA CONSULTING, INC.

MIAMI
ATLANTA
PHILADELPHIA
NEW BRUNSWICK

PARKING PLANNING & DESIGN

THA Consulting, Inc., understands the important role parking plays in development. THA is a multi-disciplined engineering, design, and mobility consulting firm specializing in the planning, design, operation, and restoration of parking and mixed-use facilities, as well as master planning for campuses, urban and high density areas, and transit related projects. Since our inception in 1994, we have completed close to 1,000 parking projects and almost 1,000,000 spaces. Our expertise has been cultivated by extensive experience with unique issues and requirements associated with parking facilities, including pedestrian connectivity, safety and security, and amenities. We provide exceptional service and strategic solutions for complex parking issues to a variety of clients.

Our approach to parking planning & design is to successfully integrate the parking facility with the overall project, campus, or downtown, thereby enhancing the pedestrian experience, user-comfort, and helping to create active and vibrant places. Our primary focus is to design efficient, user-friendly, and aesthetically enhanced parking facilities that serve as gateways to destinations and other development components. We think outside of the four walls of the garage to understand how the facility will integrate with other uses and how the use of the facility can be maximized to create efficiency and economy.

Our design and engineering experience has created value for our clients for the past 28 years through our considerable project experience and practical knowledge of these unique project types.

PROJECT AWARDS

**Miami Design District
Museum Garage, Miami, FL**
Best of Design of Mixed or Multi-Use Parking Transportation Facility, International Parking & Mobility Institute, 2019 Award of Excellence for Architecture, Florida Parking & Transportation Association, 2018

**Incyte Corporation
Parking Garage, Wilmington, DE**
Eastern Pennsylvania and Delaware Chapter of ACI, Mid-Rise Garage Category, 2019

**Miami Design District
City View Garage, Miami, FL**
Award for Excellence for Architectural Achievement, International Parking Institute, 2016

SERVICES

PLANNING FOR PARKING

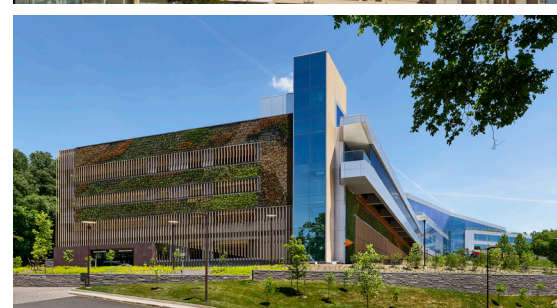
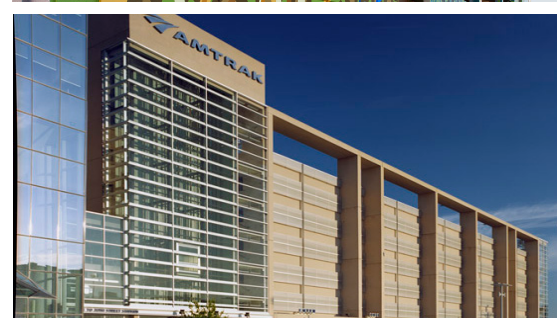
- Master Planning
- Site Analysis
- Supply/Demand Analysis
- Feasibility Studies
- Shared Parking Analysis
- Due Diligence Reports
- Parking Consulting
- Financial Analysis

ENGINEERING & ARCHITECTURE

- Parking Structure Design
- Mixed-Use Structure Design
- Project Design Management
- Functional Design
- Facade & Aesthetic Design
- Structural Engineering
- Design Build Services
- Sustainable Design

ASSET MANAGEMENT

- Condition Appraisal
- Restoration Engineering
- Life Cycle Cost Analysis
- Operational Consulting
- Owner Representation
- Graphics & Wayfinding
- Maintenance Programs



July 7th, 2022

Jose Custodio, PE,

Town Engineer | Assistant Public Works Director

Town of Bay Harbor Islands

9665 Bay Harbor Terrace

Bay Harbor Islands, FL 33154

(305) 455-7275

Jcustodio@bayharborislands-fl.gov

**RE: Bay Harbor Islands Parking Garage Expansion
Bay Harbor Islands, FL**

Dear Mr. Custodio:

THA Consulting, Inc. (THA) is pleased to provide the Town of Bay Harbor Islands (the Town) with our proposal to provide parking design and engineering services related to the vertical expansion of the existing 95th Street Parking Garage in Bay Harbor Islands, FL. THA served as the EOR for the 95th Street Parking Garage, providing full structural and parking design services, so we are highly familiar with the structure.

THA is a multi-disciplined engineering, architectural, and mobility consulting firm specializing in the planning, design, operation, and restoration of parking and mixed-use facilities.

Since our inception in 1994, we have completed close to 1,000 parking projects and 1,000,000 spaces. Our expertise has been cultivated by extensive experience with unique issues and requirements associated with parking facilities, including pedestrian connectivity, safety and security, and amenities. We provide exceptional service and practical strategy solutions for complex parking issues to a variety of clients.



PROJECT UNDERSTANDING

The Town of Bay Harbor Islands is contemplating the vertical expansion of the 95th Street Parking Garage, adding approximately 120 spaces. As per the scope of services outlined herein, THA will first evaluate the feasibility of adding an additional floor based on the updated building code requirements, understanding that parking structure, was designed to support a one level vertical expansion. Should the feasibility analysis support the Town's intent to add the level, THA will proceed with the associated design and engineering services.

We have outlined our assumptions related to the parking facility expansion for our proposed scope of services as follows:

- One level vertical expansion for additional parking – approximately 120 spaces.
- As the existing structure is of precast construction, we anticipate that the expansion being a precast structural system.

- Our services for the project include the preliminary feasibility analysis, parking planning and design, architectural design/documentation, structural engineering, and MEP design services.

The following represents our proposed scope of services:

SCOPE OF SERVICES

Vertical Expansion Feasibility Study

1. Virtually meet with the Town of Bay Harbor Islands (the "Town") to confirm the goals, expectations, and outcomes of the expansion.
2. Review the structural drawings including the existing foundations and structural framing of the facility to determine their adequacy to support the proposed vertical expansion.
3. Review other existing documentation for the parking structure such as:
 - Shop drawings and calculations
 - Geotechnical reports
 - Other relevant studies and reports
4. Perform a preliminary gravity and lateral load analysis of the parking structure to determine capacity to support the proposed vertical expansion. At the conclusion of this analysis and based on the findings, determine if the continuation of the feasibility study is warranted and advise the Town accordingly.
5. Should the preliminary study outlined above, conclude that the garage does have the structural capacity to support the proposed vertical expansion, THA will proceed with the following:
 - Perform a preliminary building code and zoning analysis of the parking structure to determine potential impact and/or upgrades that may be required to accommodate the proposed expansion. The analysis will highlight the variations in the code when the structure was originally built vs. today's code requirements to identify any code modifications associated with the vertical expansion.
 - Develop conceptual plans for the proposed vertical expansion to include:
 - Internal functional layout
 - Parking space dimensions and number of spaces
 - Parking efficiency
 - Floor slopes
 - Traffic/pedestrian circulation
 - Modifications to existing stair/elevator towers and/or proposed location of new egress stair
 - Assist the Town with the development of an order of magnitude construction cost estimate for the expansion and potential required upgrades to the existing parking structure. We would look to coordinate with a local general contractor familiar with parking garage construction to develop the order of magnitude cost estimate.
 - Prepare a memorandum summarizing the findings of the feasibility analysis and identify any other due diligence that may be necessary to undertake the expansion.



6. We anticipate attending virtual project meetings and conference calls as needed to undertake this study.

Schematic and Design Development

Upon approval from the Town to move forward with the expansion, THA will undertake the following:

1. Confirm the functional design developed in the Review operational issues related to adding spaces (i.e., ramping, garage closure, displacement of vehicles, etc.)
2. Review superstructure erection and/or pour sequences.
3. Review phasing options and life/safety issues during the expansion.
4. Prepare a Constructability Analysis, keeping in mind that the garage must be operational during construction, and that some work may have to be performed at night. All efforts will be made to minimize loss of spaces during the construction.
5. Further develop the design for the disciplines as outlined below:

Architectural

- Provide all associated architectural details
- Details associated with stair/elevator continuation for access the expansion levels.
- Details associated with the floor plan modifications to allow for open space.

Parking/Functional

- Floor plans including parking striping and restriping of existing floors

Structural

- Type of structural system
- Member sizes and key details
- Shearwall modifications
- Concrete requirements
- Pour sequence
- Expansion joints
- Durability features

Electrical

- Develop the electrical/lighting design
- Lighting/fixture recommendations
- Switching/sequencing recommendations
- Emergency power requirements

Mechanical/Plumbing/Fire Protection

- Develop the M/P/FP design

- Provide floor drain system recommendations
- Dry standpipes requirements

Graphics/Signage

- Prepare location and text for way-finding systems for the expansion portion of the garage as well any modifications required by any new functional layout of the existing garage
- Recommended signage materials and mounting details

6. Submit pricing package (plans and specifications to the Town for review).
7. Assist the Town with developing an updated order of magnitude cost estimate based on the pricing the drawings.
8. We anticipate two (2) meetings during this phase and virtual meetings as necessary.

Construction Document Phase

1. Meet with the Town to review and discuss any comments and confirm the final program requirements.
2. Prepare construction document drawings and specifications for the following disciplines to include:
 - Parking Planning & Design
 - Architectural
 - Structural
 - MEP/FP
 - Graphics/signage
3. Coordinate progress of construction documents at 90% and submit to Town for review and approval throughout the design stage. Upon approval an 90% construction documents, submit bid and permit documents.
4. Provide a final in-house quality review of drawings and specifications.
5. We anticipate two (2) meetings during this phase and virtual meetings as necessary.

Construction Administration Phase

1. Attend the pre-bid meeting and answer questions and issue clarifications, addendums and/or bulletins as may be required during the contractor procurement process.
2. Attend periodic site visits during construction to observe work. THA will provide field reports after each field visit. We anticipate attending ten (10) meetings during this phase.
3. Review all shop drawings and material submittals for our work.
4. Perform preliminary and final punch list review at the project completion and furnish the list to the Town.

5. THA will preside over a pre-concrete meeting to discuss and explain our concrete specifications, concerning issues directly affecting structural durability and quality. This meeting is extremely helpful in communicating our expectations and requirements for the project.
6. Participate in an "11th month Walk-through" after receipt of certificate of Occupancy with the Town and contractor to ascertain any items needing repair before warranty expiration. THA will prepare a summary report and submit to the Town and Contractor.

SCOPE OF SERVICES EXCLUSIONS

The following services are not included in our proposal and fee:

- Material testing during construction
- Traffic Study
- Site / Civil Engineering Services

QUALIFICATIONS

- This proposal shall be valid up to 6 months from submission date. If the project is awarded to THA after 6 months from the submission date, THA shall discuss with the Client any impact from a professional fee and/or schedule perspective.

FEE PROPOSAL

THA will provide the services outlined above for a lump sum professional fee of **Two Hundred Seventy-One Thousand Dollars (\$271,000.00)**. This fee is broken down by phase as follows:

Vertical Expansion Feasibility Study	\$18,000.00
Pricing Package (SD/DD)	\$90,000.00
Construction Documentation	\$125,000.00
Construction Administration	\$38,000.00
Total	\$271,000.00

In addition, we recommend budgeting approximately \$2,500.00 for customary reimbursable expenses.

We appreciate the opportunity to provide Town of Bay Harbor Islands with our proposal, and we look forward to undertaking the work in a prompt and professional manner. For your reference, we have attached our Standard Terms and Conditions Form. Please do not hesitate to contact us should you have any questions or need any additional information from us.

Sincerely,



Jim Zullo, AICP, PP, CAPP

CC: Todd Helmer, CEO THA

1. THA Standard Terms and Conditions Form
2. THA Hourly Billing Rates

AUTHORIZATION

Trusting the above is satisfactory, please sign and return one copy as our authorization to proceed.

Signature _____

Name _____

Title _____

Date _____



FLORIDA PARKING PLANNING & DESIGN EXPERIENCE

Miami Design District City View Garage	Miami
Miami Design District Museum Garage	Miami
M Tower Redevelopment	Miami
Miami Courthouse Garage	Miami
Disney BVD A1 AND A2 GARAGES	Orlando
Fresh Market Mixed-Use Facility Design	Miami Beach
Miami Marlins Ballpark Garages	Miami
City of Naples 8th Street Parking Garage	Naples
VAMC Bay Pines Parking Structure	Bay Pines
Canaveral Port Authority Design-Build Parking Garage	Cape Canaveral
Bay Harbor Islands 95th Street Parking Garage	Bay Harbor Islands
Sawgrass Mills Colonnade Parking Garage	Sunrise
Evernia Place Parking Facility	West Palm Beach
MBNA Southern Regional Headquarters Parking Garage	Boca Raton
University of North Florida, Garage 44	Jacksonville
University of Central Florida Design Build Parking Garage H	Orlando
Seminole Community College Design Build Criteria	Orlando
City of Coral Gables Garage 7	Coral Gables
Casino Miami Jai-Alai Design	Miami
1111 Lincoln Road Parking Garage	Miami Beach
Florida International University Restoration Services	Miami
Miami Jai-Alai CasinoGarage Expansion	Miami
Port Canaveral Parking Garage	Orlando
Sawgrass Mills Colonnade Parking Garage	Sunrise
Sawgrass Mills Parking Garage II Design	Sunrise
TPA Channelside Garage Expansion	Tampa





TERMS & CONDITIONS OF SERVICES

A. SCOPE OF SERVICES

The services to be provided by THA Consulting, Inc. (THA) have been set forth in the Proposal/Scope of Services/Contract Document. All services not specifically identified in the Proposal/Scope of Services/Contract Document are excluded from THA scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. BILLING/PAYMENT

Payments for services and expenses are to be made in accordance with the Proposal/Scope of Services/Contract Document. Invoices will be submitted monthly along with reasonable supporting documentation if requested by the Client. Payment is due within forty five (45) days of invoice date regardless of whether Client has or has not already received payment or other monies by any other party. There shall be no retainage of fees unless otherwise agreed to in writing. Past due amounts are subject to an interest charge of either one and one-half (1½) percent per month or the maximum rate permitted by law. Client agrees to pay all costs associated with collection efforts. THA reserves the right to stop work and/or withhold any and all work product until invoices that are more than seventy five (75) days past due are paid in full. Client agrees that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of THA and are otherwise waived.

If the project is suspended or abandoned in whole or in part for more than three (3) months, THA shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the Proposal/Scope of Services/Contract Document together with all reasonable termination costs and expenses.

C. STANDARD OF CARE

THA services as defined by the Proposal/Scope of Services/Contract Document shall be performed in a manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Client agrees that THA services will be rendered without any warranty, expressed or implied. Client agrees to give THA written notice within one (1) year of any breach or default under this section and to provide THA with a reasonable opportunity to correct such breach or default as a condition precedent to any claim for damages.

D. STANDARDS AND CODES

If the work outlined in the Proposal/Scope of Services/Contract Document is to be performed in accordance with codes or other standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of the Proposal/Scope of Services/Contract Document will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a changed condition under the Proposal/Scope of Services/Contract Document. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition.

E. OPINIONS OF COSTS

THA will provide estimates of costs for remediation or construction as appropriate based on available data, designs or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing.

F. SAFETY

THA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques or procedures for safety precautions and programs in connection with the work of the Contractor, Subcontractors or other persons performing work or for the failure of these parties to carry out the work assigned to them.



G. HAZARDOUS CONDITIONS OR MATERIALS

Client agrees that THA shall not be responsible for the identification, evaluation, treatment or removal of any hazardous conditions or hazardous materials/substances. Should such conditions or materials be encountered, THA will take action to protect the health and welfare of their personnel and will notify the client for direction.

H. OWNERSHIP OF DOCUMENTS

Client may use drawings, specifications, reports and other documents prepared by THA for the purposes outlined in the Proposal/Scope of Services/Contract Document only. These documents are not to be used on other projects, extensions of this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to THA.

I. REVIEW OF CONTRACTOR SUBMITTALS

Review of contractor submittals (for example, shop drawings), if included in THA scope of services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Client's agreement with the Contractor. THA review of contractor submittals shall not constitute approval of construction means, methods or techniques.

J. DISPUTE RESOLUTION

All claims, disputes and other matters in controversy between THA and Client arising out of or in any way related to the Proposal/Scope of Services/Contract Document will be submitted to alternative dispute resolution such as mediation (first) or arbitration (second) if mutually agreed upon by both parties as a precedent to other legal remedies. If a dispute arises related to the services outlined in the Proposal/Scope of Services/Contract Document and that dispute requires litigation instead of alternative dispute resolution, then: (a) the client assents to personal jurisdiction in the state of THA principle place of business; (b) the claim will be brought and tried in judicial jurisdiction of the court of the county where THA principle place of business is located and Client waives the right to move the action to any other county or judicial jurisdiction.

K. INDEMNIFICATION

THA shall indemnify and hold harmless, but not defend, Client, its employees, officers, directors, subsidiaries, subconsultants and agents from and against liabilities, damages, and costs, including reasonable attorney's fees arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligence or willful misconduct of THA in connection with the performance of services outlined in the Proposal/Scope of Services/Contract Document.

The Client shall indemnify and hold harmless THA, its employees, officers, directors, subsidiaries and agents from and against claims, demands and lawsuits, including reasonable attorney's fees to the extent arising out of or caused by the negligence or willful misconduct of the Client or contractors, consultants and others retained by the Client.

L. LIMIT OF LIABILITY

THA total liability for services provided shall not exceed THA fees for services or \$50,000, whichever is greater. Client agrees that all limitations granted herein to THA shall extend to those subcontractors, individuals and organizations retained by THA for performance of services outlined in the Proposal/Scope of Services/Contract Document.

M. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether either party shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

N. ENTIRE AGREEMENT

The foregoing terms and conditions are considered part of the Proposal/Scope of Services/Contract Document to constitute the entire agreement between THA and the Client. If any of these terms and conditions shall be judged null and void, it is agreed that the remaining terms and conditions shall remain intact.



HOURLY BILLING RATES

OFFICERS

President / Vice President / Principal	\$240
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ENGINEERING / ARCHITECTURAL / PROJECT MANAGEMENT

Senior Project Manager	\$210
Project Manager	\$180
Senior Engineer/Architect	\$185
Project Architect	\$160
Assistant Project Manager	\$140
Project Engineer	\$125
Project Designer	\$125

PARKING CONSULTING

Senior Parking and Mobility Consultant	\$200
Parking and Mobility Specialist	\$125
Parking and Mobility Analyst	\$85

ADMINISTRATION

Business Manager	\$135
Administrative Assistant	\$74

Effective January 2022, the above rates are adjusted annually without prior notice.

**MIAMI PARKING AUTHORITY
ARCHITECTURAL & ENGINEERING
CONSULTING SERVICES AGREEMENT**
RFQ No. 12-06 – Design (Architectural/Engineering) Services

THIS PROFESSIONAL ARCHITECTURAL & ENGINEERING CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into this 19th day of November, 2021, (but effective as of November 19, 2021, the “Effective Date”), between the **Department of Off-Street Parking** a/k/a **Miami Parking Authority**, an agency and instrumentality of the City of Miami (“City”), located at 40 Northwest 3rd Avenue, Suite 1103, Miami, FL 33128 (“MPA”), and **THA Consulting, Inc.**, a foreign for-profit corporation registered to do business in the State of Florida, having a principal address at 550 Township Line Road, Suite 100, Blue Bell, PA 19422 (“Consultant”). The MPA and Consultant shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on December 17, 2012, the MPA issued *Request for Qualification for Design (Architectural/Engineering) Services, RFQ No. 12-06 – Design (Architectural/Engineering) Services* (“RFQ”), for the purpose of retaining a pool of experienced, licensed and insured architectural and engineering firms to provide on a continuing, as-needed when-needed basis, the following specific professional disciplines: planning & design services, programming, feasibility studies, irrigation, lighting, electrical, landscaping, cost estimates, preparation of construction documents, contract administration, as-built documentation, and all other related architectural and engineering services associated with MPA development projects; and

WHEREAS, in response to the RFQ, Consultant submitted its sealed qualifications and was subsequently selected by the MPA selection committee as having qualifications, experience, and references most advantageous to the MPA (“Qualifications”); and

WHEREAS, on April 3, 2013, at a duly noticed public meeting, the MPA Board of Directors (“Board”) approved the selection of Consultant and further authorized the negotiation of agreements on a continuing, as-needed when-needed basis with Consultant; and

WHEREAS, on May 1, 2013, the Board approved the selection of *Downtown 56, LLC*, with development rights subsequently assigned to *Downtown 1st Street, LLC* (“Developer”), to develop MPA-owned property located at 56-70 SW 1st Street, in accordance with the terms, conditions and specifications contained in the *Construction Agreement*, as subsequently amended (collectively, the “Construction Agreement”); and

WHEREAS, the Construction Agreement provides, among other things, the design, finance, and construction of an expanded parking garage with a residential tower (collectively the “Project”); and

WHEREAS, the MPA is currently in need of a third-party consultant to perform A&E related services as MPA's "Owner's Representative", as further delineated herein and in accordance with Section 4.3, of the Construction Agreement ("Services"); and

WHEREAS, negotiations with Consultant culminated with a mutually agreeable proposal for Services regarding the Project, on behalf of the MPA; and

WHEREAS, Section 18-87(m) of the City Code, allows the MPA Chief Executive Officer ("CEO") to award and execute agreements for Services which do not exceed \$500,000 in total compensation, as provided for herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The MPA's *Request for Qualification for Design (Architectural/Engineering) Services, RFQ No. 12-06 – Design (Architectural/Engineering) Services*, included hereto by reference;

2.1.2 Consultant's Qualifications submitted in response to the RFQ dated February 11, 2013, included hereto by reference;

2.1.3 MPA's letter of selection of qualified vendors in response to RFQ dated April 3, 2013, included hereto by reference;

2.1.4 MPA Board Memorandum dated April 3, 2013, approving the selection of Consultant for A&E related services, included hereto as "Exhibit A";

2.1.5 Consultant's *Development of the G2 Garage Site Parking Consulting, Design, and Owners Representation Services* dated November 1, 2021, as the proposal for the rendition of A&E related services ("Proposal"), attached hereto as "Exhibit B"; and

2.1.6 Any additional documents which are required to be submitted by Consultant pursuant to this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the CEO or CEO's designee.

- 2.2.2 This Agreement.
- 2.2.3 The Proposal.
- 2.2.4 The RFQ.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant submitting its Proposal or the right to clarify same shall be waived.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance may not exceed twelve (12) months after the issuance of a certificate of occupancy for the Project, issued by permitting authorities having jurisdiction over the Project. Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion of Services within the agreed Time for Performance.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the CEO in advance, shall not constitute non-performance by Consultant. Any impact on the Time for Performance shall then be determined and the time schedule for completion of Services will be modified accordingly. A reasonable extension of Time for Performing various assignments, tasks or phases may be granted by the MPA should there be a delay on the part of the MPA in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

3.3 Time is of the essence with respect to performance of this Agreement. When, in the opinion of the CEO, reasonable grounds for uncertainty exist with respect to Consultant's ability to perform Services or any portion thereof, the CEO may request that Consultant, within a reasonable time frame set forth in the CEO's request, provide adequate assurances to the MPA in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event Consultant fails to provide the CEO the requested assurances within the prescribed time frame, the CEO may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the CEO at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 In accordance with the attached Proposal, Consultant shall be paid for Services, Compensation not to exceed One Hundred Thirty-Eight Thousand Dollars (\$138,000.00) inclusive of customary reimbursable expenses for meetings, travel, printing, etc. Payment shall be made upon the conclusion of each of the following phases of Services:

- 4.1.1 Schematic Design \$20,000
- 4.1.2 Design Development \$25,000
- 4.1.3 Construction Documentation \$25,000

4.1.4 Construction Administration \$68,000

4.2 All payments to Consultant shall be made by the MPA, upon submission of Consultant's invoice for each phase. Any additional work requested in writing not specifically included in the attached Proposal, shall be assessed the hourly rates stated in the Proposal for any Scope of Services Exclusions.

4.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

ARTICLE 5 – CONSULTANT'S SCOPE OF SERVICES

5.1 Consultant agrees to perform Services for the benefit of the MPA, in accordance with the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Consultant agrees that Services shall include all the necessary labor, expertise, supervision, materials, supplies, furnishings, facilities, and equipment including those things reasonably inferable from the Contract Documents needed to successfully complete and deliver Services. As more specifically described in the Proposal, Services for the Project will include, but shall not be limited to the following tasks and/or deliverables:

5.2.1 Review of Schematic Documents;

5.2.2 Design Development Phase;

5.2.3 Final Review of 100% Construction Documents;

5.2.4 Construction Administration; and

5.2.5 Post Construction Phase.

5.3 Consultant represents and warrants to the MPA that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City or MPA, including payment of permit fees, local business taxes, or in the performance of any obligations to the City or MPA; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the MPA; and (ii) any and all liabilities

regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of this Agreement.

5.5 Consultant warrants that Services, or any portion thereof, that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by Consultant at its own cost, whether or not specifically called for.

ARTICLE 6 - INDEPENDENT CONTRACTOR

6.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the MPA and shall not attain any rights or benefits under the civil service or pension ordinances of the MPA, or any rights generally afforded to classified or unclassified employees. Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the MPA.

ARTICLE 7 - MPA'S TERMINATION RIGHTS

7.1 The CEO shall have the right to terminate this Agreement, in her sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the MPA shall pay Consultant compensation for Services rendered prior to the effective date of termination. The MPA shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 8 - DEFAULT

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the CEO may declare the Consultant in default by written notification. The CEO shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the CEO. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event, partial payment has been made for such Services not completed, the Consultant shall return such sums due to the MPA within ten (10) days after notice that such sums are due. The Consultant agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - INDEMNIFICATION

9.1 To the fullest extent permitted by law, Consultant shall indemnify, save, defend and hold harmless the MPA, the City, and their respective agencies, departments, officers, directors, employees, agents, successors and assigns (collectively the "Indemnified Parties"), from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, carelessness, negligent act or omission, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement.

9.2 This indemnification shall survive the termination, cancellation, and/or expiration of this Agreement. In the event that any action or proceeding is brought against the MPA by reason of any such claim or demand, Consultant shall, upon written notice from the MPA, resist and defend

such action or proceeding by counsel satisfactory to the MPA. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

9.3 The indemnification provided above shall obligate the Consultant to defend, at its own expense, to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the MPA's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the Indemnified Parties whether performed by the Consultant, or persons employed or utilized by Consultant.

9.4 This indemnity will be interpreted under the laws of the State of Florida, including Sections 725.06 and/or 725.08, Florida Statutes, as applicable.

9.5 Consultant shall require all subconsultant agreements to include a provision that they will indemnify the Indemnified Parties.

9.6 Consultant agrees and recognizes that the Indemnified Parties shall not be held liable or responsible for any claims which may result from any actions or omissions of the Consultant in which the MPA participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Consultant or other acts of the Consultant, the Indemnified Parties in no way assume or share any responsibility or liability of the Consultant or subconsultant, under this Agreement.

9.7 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon Indemnified Parties' liability as set forth in Chapter 768, Florida Statutes, as amended from time to time. Additionally, the MPA does not waive sovereign immunity, and no claim or award against the Indemnified Parties shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 10 - INSURANCE

10.1 On or before the Effective Date, Consultant shall submit certificate(s) of insurance evidencing insurance coverage and specifically providing the Indemnified Parties are additional named insureds with respect to the required coverage as follows:

10.1.1 Commercial General Liability -

A. Limits of Liability:

Bodily Injury and Property Damage Liability - Each Occurrence \$1,000,000
General Aggregate Limit \$ 2,000,000
Personal and Advertising Injury \$ 1,000,000
Products/Completed Operations \$ 1,000,000

B. Endorsements Required:

MPA and City included as Additional Insured
Contingent and Contractual Liability
Waiver of Subrogation

10.1.2 Business Automobile Liability -

A. Limits of Liability:

Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident \$ 1,000,000

B. Endorsements Required:

MPA and City included as an Additional Insured

10.1.3 Workers' Compensation -

A. Limits of Liability:

Statutory-State of Florida
Waiver of Subrogation

10.1.4 Employer's Liability -

A. Limits of Liability:

\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

10.1.5 Professional Liability/Errors and Omissions Coverage –

A. Limits of Liability:

Combined Single Limit Each Claim \$1,000,000; General Aggregate Limit
\$2,000,000; Deductible- not to exceed 10%

B. Endorsements Required:

MPA and City included as an Additional Insured

10.2 Consultant shall not permit any subconsultant to begin work until after similar minimum insurance to cover subconsultant has been obtained and approved. In the event the insurance

certificate provided indicates that the insurance shall terminate and lapse during the Time for Performance, Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

10.3 Proof of insurance will be provided in the form of a Certificate of Insurance or Insurance Declarations page with endorsements showing the Indemnified Parties as additional insured where applicable. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the MPA may carry.

10.4 Consultant shall guarantee that all required insurance remains current and in effect throughout the term of this Agreement. All insurance policies shall be maintained by Consultant in full force and effect throughout the Time for Performance, including any extensions.

10.5 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Risk Administrator. All companies shall have a Florida resident agent and be rated at least A(X), in accordance with A.M. Best Company's Key Rating Guide, latest edition.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

11.1 All documents, tracings, plans, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above shall become the property of the MPA upon payments made to Consultant or termination of this Agreement without restriction or limitation on their use, and will be made available, on request, to MPA at any time during the performance of such services and/or upon completion or termination of this Agreement. Consultant shall not copyright any material and products or patent any invention developed under this Agreement. The MPA shall have the right to visit the site for inspection of the work and the products of Consultant at any time. Consultant shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with MPA's use and occupancy of the Project. Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes, as amended from time to time.

ARTICLE 12 – PUBLIC RECORDS

12.1 Consultant shall keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Chapter 119, Florida Statutes, as amended from time to time, shall be kept in accordance with the applicable sections of the Florida Public Records Law. Otherwise, the records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The MPA, or any duly authorized agents or representatives of the MPA, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during

the five (5) year period noted above, provided, however, such activity shall be conducted only during normal business hours.

12.2 Consultant shall additionally comply with Section 119.0701, Florida Statutes, as amended from time to time, including without limitation: (1) keep and maintain public records required by the MPA to perform the Services; (2) upon request from the MPA's (or a public requester), provide the MPA (or the public requester) 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 by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Time for Performance and following completion of the Agreement if Consultant does not transfer the records to the MPA; and (4) upon completion of the Agreement, transfer, at no cost, to the MPA all public records in possession of the Consultant or keep and maintain public records required by the MPA to perform the Services.

12.3 If the Consultant transfers all public records to the MPA upon completion of the Agreement, Consultant shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining such public records. All records stored electronically must be provided to the MPA, upon request from the MPA's custodian of public records, in a format that is compatible with the information technology systems of the MPA. Access to records hereunder shall also be available to members of the public, within a reasonable period of time from when the request is made.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS CHANTAL GONZALEZ AT (305) 373-6789, EXTENSION 227, OR VIA EMAIL TO CGONZALEZ@MIAMIPARKING.COM, OR REGULAR MAIL TO MIAMI PARKING AUTHORITY, CUSTODIAN OF RECORDS, 40 NW 3RD STREET, SUITE 1103, MIAMI, FL 33128.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant: THA Consulting, Inc.
 Attn: Jim Zullo
 40 NW 3rd Street, Suite 1102
 Miami, Florida 33128
 Telephone: 732-816-4407
 Email: jzullo@tha-consulting.com

For the MPA: Miami Parking Authority
Attn: Alejandra Argudin, MPA CEO
40 NW 3rd Street, Suite 1103
Miami, Florida 33128
Telephone: 305-373-6789 ext. 249
Email: aargudin@miamiparking.com

With copy to: Miami Parking Authority
Attn: Roland C. Galdos, Esquire, Sr. Executive Advisor to the CEO
40 NW 3rd Street, Suite 1103
Miami, Florida 33128
Telephone: 305-373-6789 ext. 228
Email: rgaldos@miamiparking.com

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address, and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 14 - CONFLICT OF INTEREST

14.1 Consultant represents and warrants to the MPA that it has not employed or retained any person or company employed by the MPA to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

14.2 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the MPA in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and approved by the CEO. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or the U.S. District Court Southern District of Florida.

15.6 The CEO reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the CEO.

15.9 The MPA is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the MPA from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection

with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Consultant Corporate Officer or
Witness:

By: [Signature]

Print Name: Nan Chen

Date: November 19, 2021

THA Consulting, Inc., a foreign for-profit
corporation registered to do business in the State of
Florida,

"Consultant":

By: [Signature]

Print Name: JAMES M. ZULLO

Date: November 19, 2021

MPA Witness:

Department of Off-Street Parking a/k/a Miami
Parking Authority, an agency and instrumentality of
the City of Miami, Florida, **"MPA"**:

By: [Signature]

Print Name: Monica Cuadra

Date: 11/22/21

By: [Signature]

Alejandra Argudin, CEO

Date: 11/22/21

www.miamiparking.com

A handwritten signature in black ink, appearing to be "A. J. ...". The signature is written over a horizontal line.


FSC
Mixed Sources
Product group from well-managed
forests and other controlled sources



Miami Parking Authority

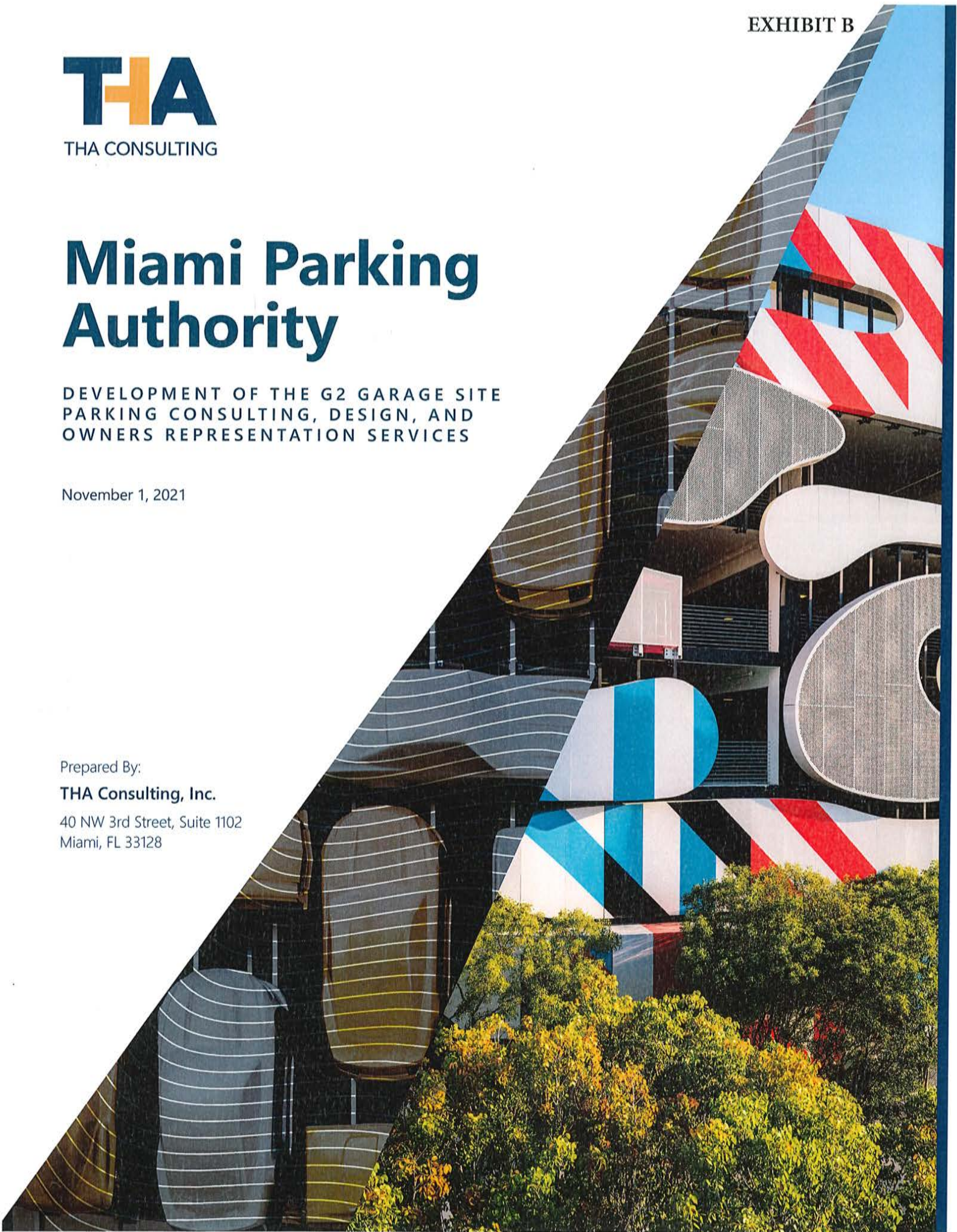
DEVELOPMENT OF THE G2 GARAGE SITE
PARKING CONSULTING, DESIGN, AND
OWNERS REPRESENTATION SERVICES

November 1, 2021

Prepared By:

THA Consulting, Inc.

40 NW 3rd Street, Suite 1102
Miami, FL 33128





COMPANY PROFILE

MIAMI
ATLANTA
PHILADELPHIA
NEW BRUNSWICK

PARKING PLANNING & DESIGN

THA Consulting, Inc., understands the important role parking plays in development. THA is a multi-disciplined engineering, architectural, and mobility consulting firm specializing in the planning, design, operation, and restoration of parking and mixed-use facilities, as well as master planning for campuses, urban and high density areas, and transit related projects. Since our inception in 1994, we have completed close to 1,000 parking projects and almost 1,000,000 spaces. Our expertise has been cultivated by extensive experience with unique issues and requirements associated with parking facilities, including pedestrian connectivity, safety and security, and amenities. We provide exceptional service and strategic solutions for complex parking issues to a variety of clients.

Our approach to master planning in high density and urban areas is to integrate the parking solution with the pedestrian experience, creating active and vibrant "people places". Our primary focus is to create a sense of place and identity, built on shared gathering spaces. We seek to maximize the shared use of parking to create efficiency and economy.

Our architectural and engineering design expertise rests in our ability to plan and design structure that contain a significant parking component. This specialization has created value for our clients for the past 27 years through our considerable project experience and practical knowledge of these unique project types.

PROJECT AWARDS

Miami Design District
Museum Garage, Miami, FL
Best of Design of Mixed or Multi-Use Parking Transportation Facility, International Parking & Mobility Institute, 2019 Award of Excellence for Architecture, Florida Parking & Transportation Association, 2018

Incyte Corporation
Parking Garage, Wilmington, DE
Eastern Pennsylvania and Delaware Chapter of ACI, Mid-Rise Garage Category, 2019

Miami Design District
City View Garage, Miami, FL
Award for Excellence for Architectural Achievement, International Parking Institute, 2016

SERVICES

PLANNING FOR PARKING

- Master Planning
- Site Analysis
- Supply/Demand Analysis
- Feasibility Studies
- Shared Parking Analysis
- Due Diligence Reports
- Parking Consulting
- Financial Analysis

ENGINEERING & ARCHITECTURE

- Parking Structure Design
- Mixed-Use Structure Design
- Project Design Management
- Functional Design
- Architectural Design
- Structural Engineering
- Design Build Services
- Sustainable Design

ASSET MANAGEMENT

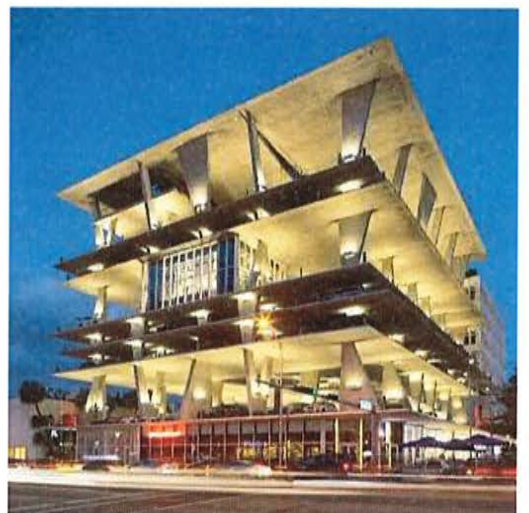
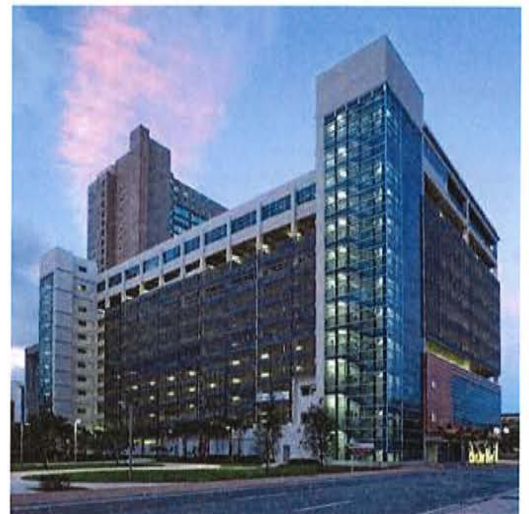
- Condition Appraisal
- Restoration Engineering
- Life Cycle Cost Analysis
- Operational Consulting
- Owner Representation
- Graphics & Wayfinding
- Maintenance Programs





FLORIDA PARKING PLANNING & DESIGN EXPERIENCE

Miami Design District City View Garage	Miami
Miami Design District Museum Garage	Miami
Miami Courthouse Garage	Miami
Disney BVD A1 AND A2 GARAGES	Orlando
Fresh Market Mixed-Use Facility Design	Miami Beach
Miami Marlins Ballpark Garages	Miami
City of Naples 8th Street Parking Garage	Naples
VAMC Bay Pines Parking Structure	Bay Pines
Canaveral Port Authority Design-Build Parking Garage	Cape Canaveral
Bay Harbor Islands 95th Street Parking Garage	Bay Harbor Islands
Sawgrass Mills Colonnade Parking Garage	Sunrise
Evernia Place Parking Facility	West Palm Beach
MBNA Southern Regional Headquarters Parking Garage	Boca Raton
University of North Florida, Garage 44	Jacksonville
University of Central Florida Design Build Parking Garage H	Orlando
Seminole Community College Design Build Criteria	Orlando
City of Coral Gables Garage 7	Coral Gables
Casino Miami Jai-Alai Design	Miami
1111 Lincoln Road Parking Garage	Miami Beach
Florida International University Restoration Services	Miami
Miami Jai-Alai CasinoGarage Expansion	Miami
Port Canaveral Parking Garage	Orlando
Sawgrass Mills Colonnade Parking Garage	Sunrise
Sawgrass Mills Parking Garage II Design	Sunrise
TPA Channelside Garage Expansion	Tampa



October 18, 2021

Updated: November 1, 2021

Alejandra Argudin, CAPP, LEED AP
Executive Director
Miami Parking Authority
40 N.W. Third Street, Suite 1103
Miami, FL 33128

RE: Development of the G2 Garage Site – Parking Consulting, Design, and Owners Representation Services

Dear Ms. Argudin:

THA Consulting, Inc. (THA) is pleased to provide the Miami Parking Authority (MPA) with our proposal to provide peer review and owners representation services related to the development of the MPA's G2 Garage site in a public / private partnership (P3) to include a new residential tower and parking structure. THA is a multi-disciplined engineering, design, and mobility consulting firm specializing in the planning, design, operation, and restoration of parking and mixed-use facilities. Since our inception in 1994, we have completed close to 1,000 parking projects and 1,000,000 spaces. Our expertise has been cultivated by extensive experience with unique issues and requirements associated with parking facilities serving mixed-use developments including functional efficiency, pedestrian connectivity to other uses, safety, security, durability, and user comfort. We recognize the MPA as a valued client and look forward to providing the MPA with exceptional service and best practice solutions for the proposed project. Outlined below is our understanding of the project, a detailed scope of services and the associated professional fee.

PROJECT UNDERSTANDING

It is anticipated that the existing G2 Garage will be demolished, and the P3 developer will construct a residential building, and a new 650-700 space garage at the site. The new garage will be owned by the MPA and provide parking for the residential project, and public parking for the adjacent county courts, government offices, and Flagler Street businesses. The MPA seeks to retain an experienced and qualified parking consulting and design firm to provide peer review and owner representation services relating to the design and construction of the new garage by the P3 developer and its design team. The intent of these services is to ensure that the design and construction of the new garage meet appropriate industry best practices, MPA operational requirements, and Miami 21 planning and design standards. Our firm has outstanding experience and the proven capabilities to serve the MPA related to this exciting project. We seek not merely to meet the MPA's requirements and expectations for this project, but to exceed them.



We have outlined our assumptions related to the proposed project as follows:

- The G2 parking structure will be demolished to allow for the development of an adjacent residential building. THA will have no role related to the demolition of the existing garage.
- The proposed new garage will be approximately 650–700 spaces
- The P3 design team will prepare full design documentation as it relates to the new parking structure.

- On behalf of the MPA, THA will provide peer reviews of all design work associated with the parking structure to ensure that proposed designs and specifications are in line with parking design best practices.

The following represents our proposed scope of services:

SCOPE OF SERVICES

Task 1: Review of Schematic Documents

1. Review drawings developed by the project design team to gain a full understanding of their approach to functionality and layout of the garage, given the site constraints and integration with proposed development at the site.
2. Review points of ingress and egress to the parking facility with respect to traffic queues, pedestrian flows, and "Miami 21" requirements which would affect the design and operations of the garage.
3. Review proposer's preliminary striping drawings indicating number of spaces, internal traffic flow, and functional isometric view of the facility.
4. Review parking geometrics, internal parking facility circulation, and preliminary parking layout on the basis of the following:
 - Internal functional layout
 - Parking space dimensions and maximizing number of spaces
 - Entrance/exit locations
 - Operational equipment location
 - Turning radii
 - Parking efficiency
 - Floor slopes
 - Traffic/pedestrian circulation
 - User comfort
5. Review the proposed location of stairs and elevators, lobbies, storage rooms, mechanical and electrical rooms, fire truck access, loading dock requirements, etc.
6. Review the applicable code and life safety requirements and the compliance thereof including Miami 21 requirements.
7. Review design with respect to constructability, durability, passive security (openness), and pedestrian connectivity.
8. Review entry/exit configuration with respect to vehicle queuing and lane / access control equipment.
9. Review quantity, speed, size, and type of any new elevators serving the parking facility.
10. Review any modifications to stair and elevator configuration.



11. Review the geotechnical report and the recommendations therein pertaining to the foundation system of the parking facility.
12. Verify preliminary structural framing concept and member sizes and key details.
13. Review drainage layout and floor slopes to confirm positive drainage.
14. Review MEP & FP basis of design documents for the parking facility.
15. Prepare a draft memorandum in electronic PDF format along with the marked-up review drawings depicting our recommendations related to the SD Phase.
16. Virtually meet as needed to discuss our recommendations with the MPA and the development team. We also have budgeted for one (1) in person meeting during this phase.



Task 2 - Design Development Phase:

1. Verify that schematic review comments provided by THA were addressed.
2. Upon approval of the Schematic Design Concept, we will continue to review and provide recommendations to the Proposer's development of the design and specifications:

Architectural

- Review overall parking layout and functional design
- Review proposed locations for stairs and elevators
- Review garage entry/exit plans
- Review proposed exterior treatment
- Review passive and active security measures
- Review signage and graphics concepts for both cars and pedestrians related to the garage
- Review ADA parking requirements

Structural

- Review the proposed structural system with respect to durability and overall performance
- Review waterproofing treatments and recommendations

Mechanical

- Review drainage approach and wash down features
- Review garage ventilation and sprinkler requirements

Electrical

- Review proposed lighting for the garage and its effectiveness on passive security and providing sufficient lighting throughout the garage

Operational

- Work with the MPA to understand the operational and management intent of the facility

- Review and coordinate potential parking access and revenue control systems with the MPA and development team
 - Ensure that the necessary electrical and data infrastructure is in place for the installation of the of the anticipated PARCS system
 - Review spaces provided for operations and maintenance of the garage
2. Review and make recommendations related to any sustainable design features for the garage.
 3. Prepare a draft memorandum in electronic PDF format along with the marked-up review drawings depicting our recommendations related to the DD Phase.
 4. Virtually meet to review our findings and recommendations with the team and discuss further implementation as applicable. We also have budgeted for one (1) in person meeting during this phase.

Task 3: Final Review of 100% Construction Documents

1. Verify that any Design Development review comments were addressed.
2. Review final functional, architectural, foundation, and superstructure designs.
3. Review final structural framing system and member sizes and details.
4. Review final structural and durability related details and specifications.
5. Review long term durability aspects of the structural design and the expectations on behalf of the owner.
6. Review if the drawings have been coordinated with the MEP & FP and civil/site documents.
7. Critique the concrete design mix and reinforcing steel details and comment on their effectiveness, durability traits, construction economy and, in general, how they compare to the details used in the parking design industry.
8. Prepare a draft memorandum in electronic PDF format along with the marked-up review drawings depicting our recommendations.
9. Virtually meet to review our findings and recommendations with the team and discuss further implementation as applicable. We also have budgeted for one (1) in person meeting during this phase.
10. Incorporate comments, as appropriate, and issue a final peer review report in electronic PDF format.



Construction Administration

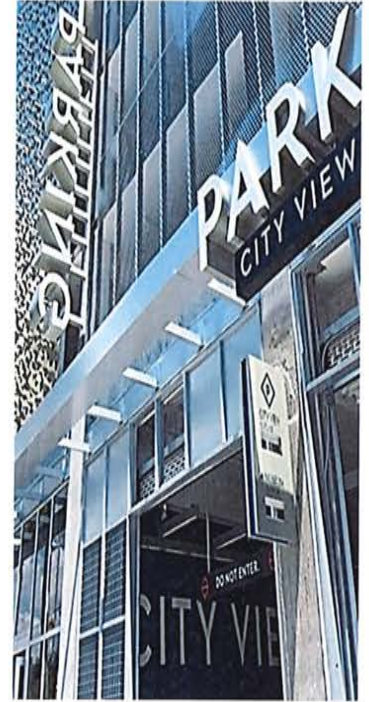
1. THA will participate in site visits/project meetings as needed to observe the construction operations, and to prepare a preliminary and final punch-list. We have budgeted up to eight (8) sites visits and/or meetings during construction at select times. Construction administration services might include participating in a pre-concrete meeting, observing construction process, and participating in the final punch of the project. For all site visits, field reports will

be issued as a follow-up to the visits.

2. Provide a cursory review for select shop drawings to assure general conformance to the design and established intent. These reviews are not a substitute to the design professional's obligation as Architect/Engineer of Record. THA shall not stamp shop drawings for approval purposes. Shop drawings will include the following:
 - o Concrete mix designs
 - o Elevators
 - o Durability design
 - o PARCS
 - o Light fixtures
 - o Drain fixtures
4. Assist with questions and/or clarifications, and RFI's that may be necessary to weigh in from MPA's perspective.
5. Review the proposal by Testing Company, to assure that the proper testing of the substructure, and superstructure is being administered.
6. Review select testing and inspection reports and advise the MPA if action needs to be taken for any reason. These reviews are not a substitute to the design professional's obligation as Architect/Engineer of Record to fully review the testing and inspection reports.
7. Attend Pre-Construction, Pre-Concrete/Waterproofing, Precast Installation meetings. These meetings shall be scheduled to ensure that all trades understand and are in complete agreement with the expectations set forth in the construction documents. The Contractor is responsible to schedule these meetings to coincide with our regular site visits. The attendees at the Pre-Concrete meeting shall be the MPA, Developer contractor, CIP Contractor, Waterproofing Contractor, Advanced Testing Company, and THA.
8. Review Project Change Orders (PCO's) and advise on the validity and acceptance of such PCO's.
9. Review and sign Applications for Payment, based on the on-site determination of completeness, of which assistance will be required from the MPA. It is our understanding that the MPA will also be signing off on the Applications for Payment.
10. During the garage construction administration phase, anticipated at 12 months in duration, we anticipate attending a total of twelve (12) on site meetings.
11. In addition to the construction site visits as listed above, we will participate in virtual meetings as needed with the Contracting team during construction.

A. Post Construction Phase

1. Assure that the developer submits record drawings, operational manual, and any other information that the MPA will need after occupancy.



2. Perform a 10th month walk thru of the garage with the development team and the MPA to determine any work required prior to the one (1) year workmanship warranty expiration.

SCOPE OF SERVICES EXCLUSIONS

The following services are not included in our proposal and fee:

- Peer review of MEP & FP drawings and specifications. We will review the MEP & FP basis of design documents for compliance with parking industry standards.
- Peer review of civil/site drawings and specifications
- Production of drawings and specifications
- Review of structural calculations
- Project Meeting minutes
- Coordinating developer / contractor work, scheduling and sequencing
- Review of structural calculations, as part of the peer reviews
- Survey/Site/Civil engineering services
- Environmental, traffic and geotechnical studies
- Testing and inspection services, nor scheduling of these services
- Review of contractors means and methods
- Printing documents
- Permit approvals (by developer team)

QUALIFICATIONS

- This proposal shall be valid up to 6 months from submission date. If the project award is provided to THA after 6 months from submission date, THA shall discuss with the MPA, any impact from a professional fee and/or schedule perspective.

FEE PROPOSAL

THA will provide the services outlined above on an hourly basis, not to exceed for a lump sum professional fee of **One Hundred Thirty Eight Thousand Dollars (\$138,000.00) inclusive of customary reimbursable expenses for meeting travel, printing, etc.** This fee is broken down by phase as follows:

Schematic Design	\$20,000
Design Development	\$25,000
Construction Documentation	\$25,000
Construction Administration	\$68,000

We appreciate the opportunity to provide the Miami Parking Authority with our proposal, and we look forward to undertaking the work in a prompt and professional manner. For your reference, we have attached our Standard Terms and Conditions Form and Standard Hourly Rates. Please do not hesitate to contact us should you have any questions or need any additional information from us.

Sincerely,



Jim Zullo, AICP, PP, CAPP
President

CC: Todd Helmer, CEO THA

ENCL:

1. THA Standard Terms and Conditions Form
2. THA Hourly Billing Rates

AUTHORIZATION

Trusting the above is satisfactory, please sign and return one copy as our authorization to proceed.

Signature _____

Name _____

Title _____

Date _____



TERMS & CONDITIONS OF SERVICES

A. SCOPE OF SERVICES

The services to be provided by THA Consulting, Inc. (THA) have been set forth in the Proposal/Scope of Services/Contract Document. All services not specifically identified in the Proposal/Scope of Services/Contract Document are excluded from THA scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. BILLING/PAYMENT

Payments for services and expenses are to be made in accordance with the Proposal/Scope of Services/Contract Document. Invoices will be submitted monthly along with reasonable supporting documentation if requested by the Client. Payment is due within forty five (45) days of invoice date regardless of whether Client has or has not already received payment or other monies by any other party. There shall be no retainage of fees unless otherwise agreed to in writing. Past due amounts are subject to an interest charge of either one and one-half (1½) percent per month or the maximum rate permitted by law. Client agrees to pay all costs associated with collection efforts. THA reserves the right to stop work and/or withhold any and all work product until invoices that are more than seventy five (75) days past due are paid in full. Client agrees that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of THA and are otherwise waived.

If the project is suspended or abandoned in whole or in part for more than three (3) months, THA shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the Proposal/Scope of Services/Contract Document together with all reasonable termination costs and expenses.

C. STANDARD OF CARE

THA services as defined by the Proposal/Scope of Services/Contract Document shall be performed in a manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Client agrees that THA services will be rendered without any warranty, expressed or implied. Client agrees to give THA written notice within one (1) year of any breach or default under this section and to provide THA with a reasonable opportunity to correct such breach or default as a condition precedent to any claim for damages.

D. STANDARDS AND CODES

If the work outlined in the Proposal/Scope of Services/Contract Document is to be performed in accordance with codes or other standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of the Proposal/Scope of Services/Contract Document will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a changed condition under the Proposal/Scope of Services/Contract Document. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition.

E. OPINIONS OF COSTS

THA will provide estimates of costs for remediation or construction as appropriate based on available data, designs or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing.

F. SAFETY

THA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques or procedures for safety precautions and programs in connection with the work of the Contractor, Subcontractors or other persons performing work or for the failure of these parties to carry out the work assigned to them.



G. HAZARDOUS CONDITIONS OR MATERIALS

Client agrees that THA shall not be responsible for the identification, evaluation, treatment or removal of any hazardous conditions or hazardous materials/substances. Should such conditions or materials be encountered, THA will take action to protect the health and welfare of their personnel and will notify the client for direction.

H. OWNERSHIP OF DOCUMENTS

Client may use drawings, specifications, reports and other documents prepared by THA for the purposes outlined in the Proposal/Scope of Services/Contract Document only. These documents are not to be used on other projects, extensions of this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to THA.

I. REVIEW OF CONTRACTOR SUBMITTALS

Review of contractor submittals (for example, shop drawings), if included in THA scope of services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Client's agreement with the Contractor. THA review of contractor submittals shall not constitute approval of construction means, methods or techniques.

J. DISPUTE RESOLUTION

All claims, disputes and other matters in controversy between THA and Client arising out of or in any way related to the Proposal/Scope of Services/Contract Document will be submitted to alternative dispute resolution such as mediation (first) or arbitration (second) if mutually agreed upon by both parties as a precedent to other legal remedies. If a dispute arises related to the services outlined in the Proposal/Scope of Services/Contract Document and that dispute requires litigation instead of alternative dispute resolution, then: (a) the client assents to personal jurisdiction in the state of THA principle place of business; (b) the claim will be brought and tried in judicial jurisdiction of the court of the county where THA principle place of business is located and Client waives the right to move the action to any other county or judicial jurisdiction.

K. INDEMNIFICATION

THA shall indemnify and hold harmless, but not defend, Client, its employees, officers, directors, subsidiaries, subconsultants and agents from and against liabilities, damages, and costs, including reasonable attorney's fees arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligence or willful misconduct of THA in connection with the performance of services outlined in the Proposal/Scope of Services/Contract Document.

The Client shall indemnify and hold harmless THA, its employees, officers, directors, subsidiaries and agents from and against claims, demands and lawsuits, including reasonable attorney's fees to the extent arising out of or caused by the negligence or willful misconduct of the Client or contractors, consultants and others retained by the Client.

L. LIMIT OF LIABILITY

THA total liability for services provided shall not exceed THA fees for services or \$50,000, whichever is greater. Client agrees that all limitations granted herein to THA shall extend to those subcontractors, individuals and organizations retained by THA for performance of services outlined in the Proposal/Scope of Services/Contract Document.

M. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether either party shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

N. ENTIRE AGREEMENT

The foregoing terms and conditions are considered part of the Proposal/Scope of Services/Contract Document to constitute the entire agreement between THA and the Client. If any of these terms and conditions shall be judged null and void, it is agreed that the remaining terms and conditions shall remain intact.



HOURLY BILLING RATES

OFFICERS

President / Vice President / Principal	\$295
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ENGINEERING / ARCHITECTURAL / PROJECT MANAGEMENT

Senior Project Manager	\$245
Project Manager	\$225
Senior Engineer/Architect	\$220
Project Architect	\$215
Assistant Project Manager	\$160
Project Engineer	\$150
Project Designer	\$150

PARKING CONSULTING

Senior Parking and Mobility Consultant	\$245
Parking and Mobility Specialist	\$140
Parking and Mobility Analyst	\$90

ADMINISTRATION

Business Manager	\$150
Administrative Assistant	\$90

Effective January 2021, the above rates are adjusted annually without prior notice.

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 18.

ITEM: Discussion and **Possible** actions regarding the Town's Plans for Block 11. Some of the projects in process or being evaluated are reclaiming the 20' platted alleyway, building a parking garage, relocation of the Public Works storage area, and vertical expansion of the Town Hall.

DESCRIPTION:

1. Reclaiming of the 20' platted alleyway – Currently, the design is 60% complete. The consultant is having coordination meetings with the owners of the utilities in the area (Atlantic Broadband, ATT, FPL) for them to relocate or underground their equipment. Some of the equipment can be placed underground and some will be relocated to a 4-5-foot landscaping strip outside of the traffic.

2. Public Works storage area - for discussion.

3. Block 11 parking garage – Currently, the Town is working with the Town's consultant to obtain a proposal for the design of a parking garage for approximately 270-300 parking spaces, which will include the storage area for public works. Using a national average of \$22,000/space, the estimated construction cost for the parking garage could range from \$5.9M to \$6.5M. The number of spaces will determine the total cost of the garage. The eastern corner of the garage will be located 10 feet from The Landon Hotel.

4. Vertical Expansion of the Town Hall – The Town received a proposal from one of our approved pool of civil engineering firms to evaluate the addition of a third floor to Town Hall. The proposal is for approximately \$16,520 for field verification, calculations of the structure to determine if it can support another floor and development of concept improvements required to accommodate the third floor.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

1. The Town amended the 2021-2022 Fiscal Year Budget to allocate \$400,000 for Block11 Platted Alley design and construction. The amounts not expensed in FY 2021-2022 will be carried forward to FY 2022-2023 and beyond. No additional fiscal impact regarding reclamation of 20' Platted Alleyway at this point.

2. The Town amended the 2021-2022 Fiscal Year Budget to allocate \$300,000 for a Public Works Storage area relocation project. The amounts not expended in FY 2021-2022 will be

carried forward to FY 2022-2023 and beyond. No additional fiscal impact regarding the Public Works Storage area project.

3. The proposed FY 2022-2023 Budget includes \$200,000 appropriation for design and permitting for Block11 Parking Garage. There is no additional fiscal impact at this point for Block11 Parking Garage project.

4. The Vertical Expansion of Town Hall is not budgeted in the FY 2021-2022 budget. The cost of the engineering study of the feasibility of the vertical expansion is \$16,520 quoted by BCC Engineering and will be expensed in Buildings Department professional services. Depending on the engineering analysis the cost of construction could be funded from TDR Sales.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Block 11 Platted Alleyway	08/10/2022	\$400,000	001.5410.400063.000 - Improvements (Excl. Buildings)	Block 11 Platted Aleyway	\$400,000
Public Works Storage	08/10/2022	\$300,000	001.5190.400062.000 - Buildings	Public Works Storag	\$300,000
Block11 Parking Garage	08/10/2022	\$200,000	404.5450.400063.000 - Improvements (Excl. Buildings)	Block 11 Parking Garage	\$200,000

Submitted By: Jose Custodio, Town Engineer
 Stephanie Bruder, Council Member

ATTACHMENTS

1.	Relocation Memo_07292022 (2)
2.	BHI- Town Hall SCA

To: Maria Lasday
Town Manager – Town of Bay Harbor Islands

From: Jose Custodio, P.E.
Public Works Director

Date: July 29, 2022

Subject: Public Works Storage Relocation

INTRODUCTION

The Town is experiencing a deficit in parking spaces in the Block 11 area, where the Town Hall Building is located. Based on this deficit, the Town plans to build a new parking garage structure (Block 11 Parking Garage) with a capacity ranging from 270 to 300 vehicles next to the Town Hall. The structure will have an area of approximately 4,000 square feet for Public Works Storage when built. The proposed area is shown in red below.



Figure 1: Proposed Parking Garage Area

As shown in the figure above, to build the new structure, it will be needed the demolition of the old water tank and building (approximately 8,500 square feet) that serves as the existing storage facility for the Public Works Department. In order to demolish the structure, the Public Works storage will need to be relocated to a different location.

WHAT NEEDS TO BE RELOCATED FROM THE TANK

The Tank is currently being used to storage small equipments and tools for the day to day operations of the Public Works Team, in addition to large items that will need to stay in a closed or partially closed location to avoid damages, or nuisances. The large items are the following;

1. 20 yards debris container
2. 30 yards container
3. Approximately 25 inventory of garbage bins (96 gallons)
4. Public Works Boat
5. Temporary Sewer Pump
6. Bucket Truck



Figure 2: 30 yards container



Figure 3: 20 yards container



Figure 5: Inventory of Garbage bins



Figure 6: Public Works Boat



Figure 7: Temporary Sewer Pump



Figure 8: Bucket Truck

LOCATIONS EVALUATED BY THE TOWN FOR THE RELOCATION

The first location that was evaluated a few months ago for the relocation was the 95th Street Surface Lot, given that it was within the Town limits and would allowed for rapid response in case of emergency (water or sewer break, street closures, etc). This option would have take approximately 25 parking spaces of the 97 spaces on this parking lot. The location would have provide an indoor area for the relocation. The cost for a Prefabricated Storage Building similar to the one shown below would range from \$120k -\$150 depending on the size.



Figure 9: Prefabricated Building Example

Given that this option takes some parking spaces from the existing surface lot on 95th Street, there is another option that is proposed. The renting for a period of two-three years four (4) storage units at the new *Space Shop Self Storage* (1880 NE 123rd Street in the City of North Miami). This location is less than a mile from the Town.



Figure 10: Inside of Storage Units

The largest units available at this location are 10' x 30' (300 sf). The price per unit is \$685/month on the second floor of the building. Public Works considers that four (4) units will be needed to accommodate the tools and equipment used by our Public Works Staff. The rental of the 4 units will be \$2,740/month (\$32,880/year) for a period of 2 or 3 years. In addition, Public Works will need to rent the equipment to mobilize large items like valves and pipes to this new location.

The large equipment indicated before (20- and 30-yard containers, boat and bucket truck) will not fit inside these spaces and a different area (preferably in the Town will need to be found to place these for 2-3 years. It is recommended that the containers are enclosed in an area to avoid rats and other animals get into these. One option is find a space in one of the Town parking lots, and modify it to provide enclosure/roof to these. This cost would be \$20k-\$30k, if new concrete walls and roof enclosure is provided.

Due to the cost threshold, the Town Council will need to authorize the rent of the units indicated here.

A third option, is a combination of utilizing a section of the existing parking garage to place a 40-foot shipping container and place some of the equipment in the area to the south of the proposed block 11 parking garage that will not be included for the garage and at least 1-2 units of storage from North Miami. See locations below.



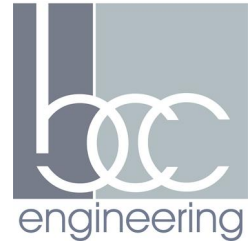
In order to use this area, confirmation is needed from the Fire Department that a container can be placed in the parking garage since it is closed to equipment. A clearance distance will need to be provided. As for the 20, 30 yard containers and the boat we will need to find a place as in the previous option.

The fourth option, is the rental of four (4) containers (40' x 8' x 9.5') and placed these in a corner of our parking lots (95th, 97th, 100th and 103rd). A total of 20-24 parking spaces would be lost (5-6 per lot). The Town is getting quotes from three (3) vendors to determine the cost of this for rental. The approximate cost to buy one container is \$7,000.

August 1, 2022

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Attention: Jose Custodio, PE, Meng.
Director of Public Works - Town Engineer



Reference: **Town Hall SCA**
Bay Harbor Islands, FL
Fee Proposal for Structural Engineering Services

Dear Mr. Custodio,

Thank you for inviting BCC Engineering, LLC to offer our Fee Proposal to provide Structural Engineering Services. We appreciate the opportunity to collaborate with you on this Project and look forward to future opportunities.

Project Description

Based on our conversation, the project consists of performing a feasibility study to determine if the existing structure at Town Hall can support a third-floor addition.

Scope of Services

Our Basic Services includes:

- Site visit to document and verify the existing structure where accessible. Based on our field verification, we may recommend some testing such as rebar scan, etc.
- Based on our field verification, we will perform rudimentary calculations to determine if the existing structure can support an additional floor.
 - If the existing structure cannot support the additional floor, we will develop some concepts for modifying the structure to support the additional floor.

The following items are excluded from our Basic Services (Scope of Services):

- Structural Construction Documents.
- Structural specifications.
- Geotechnical investigations, wind studies, vibration studies, and site specific seismic analysis or testing.
- Estimates of probable construction cost.

Basic Services Fee

We propose to provide the described Basic Services for a Lump Sum Fee of **\$16,520.00**.

Reimbursable Expenses as defined by AIA C141 shall be invoiced at 1.1 times costs.

Additional Services

Services beyond those outlined under Basic Services will be provided for an additional negotiated Lump Sum Fee or performed on an hourly basis at the rates indicated on the attached Hourly Billing Rate Schedule, Exhibit A. BCC will provide Additional Services after receipt of written authorization by Client.

Payments

Billings will be monthly based on the percentage of services completed. Reimbursable expenses and Additional Services will be billed monthly as they are incurred.

If the services covered by this Agreement have not been completed by July 31, 2023, for reasons beyond our control, the amounts of compensation set forth in this Agreement shall be equitably adjusted. If this proposal is not accepted within 90 days, it shall become void.

Our proposal, Exhibit A "Hourly Billing Rate Schedule", Exhibit B "General Provisions" and Exhibit C "Work Authorization" are attached to and made a part of this Agreement.

We hope this Proposal meets your expectations. If this Proposal is acceptable to you, please sign Exhibit C and return a copy to us. We will sign and return one copy to you.

We look forward to collaborating with you on this project.

Sincerely,

BCC ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read 'Christian Aquino', is written over a horizontal line.

CHRISTIAN AQUINO, P.E., S.I.
Structures Division Manager

CA
Attachments

EXHIBIT A- HOURLY BILLING RATE SCHEDULE

This Exhibit is part of the Letter Proposal dated August 1, 2022 between Town of Bay Harbor Islands (Client) and BCC Engineering, LLC (Engineer) for the above referenced project.

POSITION	HOURLY RATE
<u>EXECUTIVE OFFICE</u>	
Principal	\$ 290.00
Director	\$ 230.00
Graphic Designer	\$ 100.00
Executive Assistant / Clerical	\$ 55.00
Clerical	\$ 50.00
<u>EXPERT WITNESS</u>	
Principal	\$ 300.00
Registered Engineer	\$ 250.00
<u>ENGINEERING</u>	
Chief Engineer	\$ 180.00
Project Manager	\$ 170.00
Project Engineer	\$ 150.00
Engineer	\$ 130.00
Designer / E.I.	\$ 100.00
Sr. CADD Technician	\$ 100.00
CADD Technician	\$ 75.00
<u>CEI / CONSTRUCTION MANAGEMENT</u>	
Sr. Project Engineer	\$ 150.00
Project Administrator	\$ 120.00
Document Control / Contract Support Specialist	\$ 100.00
Sr. Inspector	\$ 115.00
Inspector	\$ 100.00

Rates subject to annual adjustment, starting December 31, 2022.

EXHIBIT B- GENERAL PROVISIONS

1. **General Provision:** This Exhibit is part of the Letter Proposal dated August 1, 2022 between Town of Bay Harbor Islands (Client) and BCC Engineering, LLC (Engineer) for the **Town Hall SCA**, and shall be incorporated into any agreement, whether signed or unsigned, between the Engineer and the Client (the "Agreement"). An order by the Client for the commencement of the work and services to begin shall be deemed an acceptance of these General Provisions. In case of any conflict between these General Provisions and any other contract document between the Client and Engineer, these General Provisions shall control.
2. **Authority:** The following persons are the only individuals who have authority to sign any form of contract document or otherwise bind the company in writing or verbally: Jose Munoz, Ariel Millan, and Victor Herrera. No other individual has the authority, whether actual or apparent, to bind the Engineer in any respect.
3. **Project Fee:** The Project Fee as presented in this Proposal anticipates that the Project will be completed within one year from the date of the Proposal. In event that there is a delay, for any reason, the Engineer reserves the right to adjust the price of the Contract to rates in use when the work is actually performed.
 - (a) Direct Personnel Expense is the direct salary of the employee and the cost of his or her mandatory and customary contributions and benefits, such as employment taxes and other statutory employee benefits, insurance, paid time off, holidays, and similar contributions and benefits.
 - (b) Reimbursable Expenses are in addition to compensation for Basic and Additional Services. These are expenses incurred by the Engineer, its employees and authorized sub-Consultants in the interest of the Project, including long distance calls, special handling and delivery (overnight), travel to include lodging and meals, and any printing cost incurred by anyone other than the Engineer.
4. **Payments of Services:** Invoices will be submitted by the Engineer to the Client monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. When the Engineer's compensation is on a lump sum fee basis, the statements will be based upon the portion of total services actually completed at the time of billing. If the Engineer's compensation is on an hourly basis, the statements shall be based on time actually expended in providing the services at the rates provided in Exhibit A. Payment of such invoice will be due upon receipt thereof. Interest of one percent (1%) per month will accrue on accounts unpaid within thirty (30) days of the invoice. If the Client fails to make any payment due the Engineer for services and expenses within sixty days (60) days after the Engineer's transmittal of its invoice, the Engineer may, after giving seven (7) days' written notice to the Client, either suspend services under this Agreement until it has been paid in full amounts due for services and expenses or terminate its services altogether, without prejudice to any other remedies available in law or equity. Any unpaid sums will remain due after such suspension or termination, along with all costs incurred by Engineer relating to the suspension or termination of its services. Should the Engineer be required to retain the services of an attorney to collect any unpaid sums (whether through demand, negotiations, or any dispute resolution proceedings), the Engineer shall be entitled to all costs and attorneys' fees associated with the collection effort regardless of whether or not suit is filed.
5. **Non-Contingency:** The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement.
6. **Estimates of Cost:**
 - (a) Since the Engineer has no control over the cost of labor, materials, equipment, or other services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer familiar with the construction industry; however, the Engineer cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions or probable cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as "Additional Services" hereunder by the Client.

- (b) If a limit with respect to construction or other costs is established by written agreement between the Client and the Engineer, the following will apply:
 - (i) The acceptance by the Client at any time during the performance of services hereunder of a revised opinion of probable cost in excess of the then established cost limit will constitute a corresponding revision in the previously agreed cost limit to the extent indicated in such revised opinion.
 - (ii) Any cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.
 - (iii) The Engineer will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the drawings and specifications prepared by it pursuant hereto and to make reasonable adjustments in the extent of the project to bring it within the cost limit.
 - (iv) If bids for construction have not been received within six (6) months after completion of the Engineer's design hereunder, the established cost limit will not be binding on the Engineer, and the Client shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level or prices in the construction industry between the date of completion of the Engineer's designs hereunder and the date on which proposals or bids are sought.
 - (v) If the lowest bona fide proposal or bid exceeds the established cost limit, the Client shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the project within a reasonable time, or (3) cooperate in revising the project's extent or quality. In the case of (3), the Engineer shall, without additional charge, modify the plans and specifications prepared by it hereunder as necessary to bring the subject cost within the cost limit. The providing of such service will be the limit of the Engineer's responsibility in this regard and, having done so, the Engineer shall be entitled to payment for services in accordance with this Agreement.

7. **Reuse of Documents:** All documents, including, but not limited to, Drawings and Specifications prepared or furnished by the Engineer (and the Engineer's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect to the Project and the Engineer shall retain ownership and property interest therein whether or not the Project is completed. At its expense, the Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others; however, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by the Engineer, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of Engineer. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Engineer or to the Engineer's independent professional associates or consultants, and the Client shall indemnify and hold harmless the Engineer and the Engineer's independent associates or consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from. Furthermore, any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

8. **Termination:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, all expenses subject to reimbursement hereunder and other reasonable expenses incurred by the Engineer as a result of such termination are due immediately. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination, the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

9. **Insurance:** The Engineer is protected by Worker's Compensation insurance (and/or employer's liability insurance) and general liability insurance for bodily injury and property damage and will furnish certificates of insurance

upon request. The Engineer agrees to hold the Client harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions by the Engineer, its employees, agents, subcontractors, and their employees and agents, but only to the extent that same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance coverage, the Engineer will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense.

10. **Limitation of Liability:** In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, expresses or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. It is agreed that, in accordance with and subject to the provisions of the foregoing Paragraph (9), to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Engineer and its officers, directors, partners, employees, agents, and sub-consultants, and any of them, to the Client and anyone claiming by, through, or under the Client, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability, and/or breach of contract or warranty, express or implied, of the Engineer and its officers, directors, employees, agents, or sub-consultants, or any of them, shall not exceed the total compensation received by the Engineer under this Agreement, or the total amount of \$50,000, whichever is less. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications.

a. **IN ACCORDANCE WITH SECTION 558.0035 OF THE FLORIDA
STATUTES, NO INDIVIDUAL EMPLOYEE MAY BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

11. **Verification of Existing Conditions:** Inasmuch as the renovation/rehabilitation of existing structures or design of underground systems requires that certain assumptions be made by the Engineer regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money, the Client agrees to bear all costs, losses and expenses, including the cost of the Engineer's Additional Services, arising from the discovery of unknown conditions, or from any deficiencies or inaccuracies in any information or documentation furnished to the Engineer by the Client or any local or county agencies.

12. **Permitting/Zoning:** The Client is herein notified that several City, State, and Federal environmental, zoning, and regulatory permits may be required for this Project. Engineer will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting application and fees, obtaining, and abiding by all required permits. Furthermore, the Client holds the Engineer harmless from any losses or liabilities resulting from such permitting or regulatory action.

13. **Safety:** Should the Engineer provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally-accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

14. **Indemnification:** In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and its directors, employees, agents, and sub-consultants from any against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of the Engineer.

15. **Construction Representation:** Client agrees that the Engineer will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that the Engineer will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction and it is understood that field services provided by the Engineer will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by the Engineer to verify substantial compliance with the plans, specifications, and design concepts. Continuous inspections by our employees do not mean that the Engineer is observing placement of all materials. "Full-time inspection" means that an employee of the Engineer has been assigned for eight-hour days during regular business hours.
16. **Taxes:** The purchaser of services described herein shall pay any and all applicable taxes in the manner and in the amount as required by law whether these taxes are in effect at the date of this contract or if they become applicable in the future.
17. **Photographs:** Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer, shall be considered as its property, and may be used by it for publication.
18. **Assignment and Subcontracting:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any third party. Neither the Client nor the Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this Paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer may deem appropriate to assist in the performance of services hereunder.
19. **Confidentiality:** The Client hereby consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data, and information obtained by the Engineer in the performance of the services hereunder. Notwithstanding the foregoing, with respect to any facts, data, or information specifically identified in writing by the Client, the Engineer shall use reasonable care to maintain the confidentiality of such identified material.
20. **Controlling Law and Venue:** This Agreement shall be governed by the laws of the State of Florida, and any suit or demand for arbitration (if required by contract) filed against the Engineer for anything related to its services covered by this Agreement shall be filed in Miami-Dade County, Florida. As a condition precedent to the commencement of any dispute resolution proceedings between the Client and Engineer, they shall submit the dispute to mediation and shall bear equally the costs of the mediation, said mediation to take place in Miami-Dade County. The Parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from the American Arbitration Association ("AAA") in such appointment if they have been unable to agree upon such appointment.
21. **Binding Effect:** This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
22. **Merger; Amendment:** This Agreement constitutes the entire Agreement between the Engineer and the Client, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.
23. **Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

EXHIBIT C- WORK AUTHORIZATION

Town of Bay Harbor Islands agrees with the above scope. **BCC Engineering, LLC** is hereby authorized to proceed.

TOWN OF BAY HARBOR ISLANDS

BCC ENGINEERING, LLC

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGENDA ITEM REPORT

August 10, 2022

ITEM NUMBER: 19.

ITEM: Discussion and **Possible** action on revising various fees charged by the Town. Additionally, Council Member Yaffe requested a discussion item on the possibility of increasing the fines under Section 12-26/27 of the Town Code pertaining to construction work before and after permissible hours, and demolition activity prior to issuance of the required permits, as per Section 5-5.1 (d), sponsored by Council Member Yaffe.

DESCRIPTION:

The Town has reviewed its fee structures across the board for all Town Departments. After conducting research on our current fee history and fees of surrounding municipalities, it is suggested that the Town consider a small increase in certain fees (highlighted in blue on chart attached) for various departments. Some suggested fee increases at this moment apply to: non-resident Community Services programming, sunpass / tolls, parking & pay by phone and utilities.

There is also discussion on the possibility of increasing the fines under Section 12-26/27 of the Town Code pertaining to construction work before and after permissible hours, and demolition activity prior to issuance of the required permits, as per Section 5-5.1 (d), sponsored by Council Member Yaffe.

RECOMMENDED ACTION:

Acceptance and approval of revised fees.

FINANCIAL ANALYSIS:

1. The Parking Fund revenue estimate would increase by \$438,274.13 if the residents and non-residents parking fees increased as proposed.
2. The Stormwater Fund revenue estimate would increase by \$460,000 if the Stormwater fees are increased from \$5.00 to \$15.00 per ERU as proposed.
3. The Sewer Fund revenue estimate would increase by \$128,504.65 when the Sewer Fee is increased 5%.
4. The Causway Fund revenue estimate would increase by \$3,035,428.74 if the Causeway Toll is increased as proposed.
5. The General Fund revenue estimate would increase by \$147,168.00 for Recreational Fees if the Recreational Fees are increased as proposed.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Parking Fees Increase	08/10/2022	\$438,274.13	404.9990.344505.000	Parking Fees Increase	\$692,500
Stormwater Fees Increase	08/10/2022	\$438,274.13	406.9990.343550.000	Stormwater Fee Increase	\$231,000
Sewer Fees Increase	08/10/2022	\$128,504.65	402.9990.343500.000	Sewer Fees Increase	\$2,629,644
Causeway Fund Fees Increase	08/10/2022	\$3,035,427.74	401.9990.344621.000	Causeway Toll Fee Increase	\$8,700,000
Recreational Fees Increase	08/10/2022	\$147,168.00	001.9990.347200.000	Recreational Fees Increase	\$280,000

Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

1.	Proposed New rates - Community Services
2.	PARKING FEES CHART
3.	Parking Fees Comparison
4.	Code Enforcement fines comparison
5.	Code Text Language - Sections 12-26 - 12-28 Permissible Hours for Construction Activity and Landscaping (1)
6.	Code Text Language - Section 5-5.1 - Demolition of Structures (1)
7.	Code Tex Language - Section 5-6 Development Fees, permits - Penalty for Noncompliance (1)
8.	Town Fees Suggested Changes
9.	Fees (analysis of additional revenue)
10.	Sunpass -Proposed rate changes for 2022-2023 FY

BHI Activity	BHI Current Fee	Non-Resident Fee Currently	New Non-Resident Fee	Fee Frequency
Community Center Programs				
Senior Yoga	\$50	\$60	\$100	8 Weeks
Senior Tai-Chi	\$50	\$60	\$100	8 Weeks
Senior Computer 2hrs	\$50	\$60	\$100	4 Weeks
Adult Yoga	\$90	\$130	\$150	8 Weeks
Adult Zumba	\$80	\$120	\$150	8 Weeks
Pee Wee Soccer	\$105	\$120	\$200	8 Weeks
Just You & Me Club	\$80	\$140	\$150	8 Weeks
Kids Piano	\$160	\$160	\$250	8 Weeks
Kids Yoga	\$80	\$110	\$150	8 Weeks
Movie Night	FREE			
Senior Game Day (Bridge, Majong)	FREE			
<i>(PNP) Mindfulness Classes (Youth) 1 HR</i>	\$300		\$390	8 Weeks
<i>(PNP) Mindfulness Classes (Adult) 2Hrs</i>	\$525		\$615	4 Weeks
<i>(PNP) Senior Art Classes 2HRs</i>	\$78		\$128	4 Weeks
<i>(PNP) Mat Pilates</i>	\$90		\$150	8 Weeks
<i>(PNP) Belly Dancing Fun (All Levels)</i>	\$105		\$145	8 Weeks
Aftercare School Recreational Programs (9 months 2 times a week from September to June)				
Basketball (Competitive)	\$375		\$600	
Kung Fu	\$625		\$850	

Soccer (Competitive)	\$550		\$775	
Volleyball	\$375		\$600	
Art	\$625		\$850	
Spanish	\$575		\$800	
French	\$575		\$800	
Study Hall/Homework Help 1 Day	\$200		\$425	
Study Hall/Homework Help 2 Day	\$400		\$625	
Study Hall/Homework Help 3 Day	\$600		\$825	
Dance Classes	\$825		\$1,050	
Flag Football	\$375		\$600	
(PNP) Kick Ball League	\$400		\$625	
Portuguese	\$550		\$775	
Travel Soccer (Competitive)	\$200		\$400	
Soccer (Competitive) Fall Session	\$325		\$550	
Soccer (Competitive) Spring Session	\$325		\$550	
Camps				
Summer Camp	\$820	\$1,140	\$1,220	8 Weeks
Summer Camp	\$420	\$640	\$820	4 Weeks
Extended Summer Camp	\$120			1 Week
Winter Camp	\$120	\$150	\$200	1 Week
Spring Camp	\$120	\$150	\$200	1 Week
Fun Day Off Program	\$40	\$60	\$75	1 Day
Specialized Summer Camps				
Flag Football	\$265	\$295	\$450	2 Week
Kids Yoga	\$265	\$295	\$450	2 Week
Kung FU	\$265	\$295	\$450	2 Week
Tennis	\$265	\$295	\$450	2 Week
Basketball	\$265	\$295	\$450	2 Week

Travel Team Basketball	\$265	\$295	\$450	4 Week
Tutoring	RESIDENTS ONLY \$0			4 Week
Science	\$265	\$295	\$450	2 Week
Computer	\$265	\$295	\$450	2 Week
Misc. Community Services Fees				
Park Reservation	\$125 (Dep. \$100)	\$200 (Dep. \$100)	\$400 (Dep. \$200)	Each Reservation

LOCATION	Monthly Permit 2015/2016	Monthly permit for 2016 and currently	Propose for Consideration: Increment of \$15.00	Hourly rate From 2008	Hourly rate Currently 2022	Propose for Consideration: 2022
Municipal garage 1165 95 th Street	\$60.00	\$75.00	\$90.00 Increment of \$15.00	\$1.00 Business District	\$1.00 Business District	\$2.00 The town will be below from the hourly rates from other cities
95 street and East Bay harbor Municipal lot	\$55.00	\$65.00	\$75.00 Increment of \$10.00	\$1.00 Business District	\$1.00 Business District	\$2.00 The town will be below from the hourly rates from other cities
North service Road Alley - Bay harbor terrace	\$107.00 From: 2008	\$107.00	\$107.00 Stay the same	\$1.00 More or less Business District	\$1.00 Business District	2.00 The town will be below from the hourly rates from other cities and may be the same
103 rd Street Municipal lot	\$15.00	\$25.00	\$35.00 Increment of \$10.00	\$.10 Cents	\$.50 Cents	\$2.00 The town will be below from the hourly rates from other cities
100 street and East Bay harbor drive Municipal lot	\$15.00	\$25.00	\$35.00 Increment of \$10.00	\$.10 Cents	\$.50 Cents	\$2.00 The town will be below from the hourly rates from other cities
92 nd Street East Bay harbor municipal lot	\$15.00	\$25.00	\$35.00 Increment of \$10.00	\$.10 Cents	\$.50 Cents	\$2.00 The town will be below from the hourly rates from other cities
97 th street West Bay harbor municipal lot	\$50.00 From: 2015/2016	\$65.00	\$75.00 Increment of \$10.00	\$.50 Cents Business District	\$1.00 Business District	\$2.00 The town will be below from the hourly rates from other cities

1. Kane Concourse Meter Permits (NONE) 2015/2016 \$1.00 Main Street / Currently \$1.25.

Consideration Propose from \$1.25 to \$2.00 Business District

2. 9500 Bay Harbor terrace Permits (NONE) 2016 \$1.00/Currently \$1.00

Consideration Propose from \$1.00 to \$3.00 or \$2.50. Business District

PARKING (MONTHLY PERMIT) AND (PARKING RATE PER HOUR)

COMPARISON REPORT

The report found the parking permit and hourly rates at the town bay harbor islands have been historically low, with small increases to none year to year last increase November 14 2016.

The parking facilities has continued to increase with no increase to the fees in many years.

The increases in permits and hourly rates will go to cover the contractual services, utilities, rentals & leases, repair, maintenance, operating supplies and other current chargers.

The goal of increasing the parking permits and rates fees is to better cover cost of the parking services.

We are focusing on ways the parking permits and hourly rates fees system could be priced closer to market rates cities and towns similar in size to the town.

According to the findings the permits and hourly rates are considerably low compared to other neighboring town and cities of similar size around the state.

For permits in Hallandale beach charge \$120.0 and City of Sunny isles, Town of Surfside and higher, whereas the current other business district permit at the town is \$65.00 and \$75.00.

Town's hourly rates are \$2.75 phr lower than the \$4.00 phr currently charge in City of Miami, Miami Beach, Town of surfside, Sunny Isles.

Currently town of surfside are getting ready to increase their permits and hourly rates for this upcoming fiscal year.

From: permits \$74.90 and hourly rates from: \$4.00.

We provide a service and to do it as inexpensively as possible.

Ray Artica

From: Ray Artica
Sent: Tuesday, June 28, 2022 1:17 PM
To: Peter Kajokas
Subject: Parking Report
Attachments: PARKING RATE COMPARISON 3.docx; PARKING RATE COMPARISON REPORT NEIGHBORING CITY 4.docx; RESOLUTION NO TO INCREASE PARKING FEES.docx; DOC062822.pdf

Propose Consideration:

The report found the parking permit and hourly rates at the town bay harbor islands have been historically low, with small increases to none year to year last increase November 14 2016.

The parking facilities has continued to increase with no increase to the fees in many years.

The increases in permits and hourly rates will go to cover the contractual services, utilities, rentals & leases, repair, maintenance, operating supplies, and other current chargers.

The goal of increasing the parking permits and rates fees is to better cover cost of the parking services.

Examples : Vendors , Consolidated Parking and Parkeon (FlowBird) for: Service and Repairs / In-house Maintenance, Back-offices Credit Cards, and statistic.

- **Consolidated Parking Services:**
 - Non-Contracted Service call previous (Regular Hours) was **\$139.00 Per hour** / Currently increase price **\$169.00 Per hour** minimum 2-hours service call.
 - Non-Contracted Service Call previous (Emergency or after hours) was **\$149.00 Per hour** / Currently increase price **\$245.00 Per hour** minimum 2-hours service call.
 - Non-Contracted Service Calls New Charge for holidays **\$275.00 Per hour** minimum 2-hours service call.
 - Service trip fees added to the service call **\$15.00** for (Every Call) Miami, Broward, West Palm, Tampa, Orlando, and Jacksonville.
- **The Back-office Service Price Increase:**
 - Parkeon/Flowbird Urban Intelligence have been able to keep prices for our Back-office services stable with no increases for a decade.
 - Starting July 1, 2022 ,Flowbird will increase the cost of the back-office service (Smartfolio or weboffice) by % 8.
 - Town Currently pays \$1300 for the Back-office / after July 1, 2022 \$1404 an increase of \$104 per months % 8.
- **Maintenance and repairs is done In-house : to avoid a service call in some cases.**

We are focusing on ways the parking permits and hourly rates fees system could be priced closer to market rates cities and towns similar in size to the town.

According to the findings the permits and hourly rates are considerably low compared to other neighboring town and cities of similar size around the state.

For permits in Hallandale beach charge \$120.0 and City of Sunny isles, Town of Surfside and higher, whereas the current other business district permit at the town is \$65.00 and \$75.00.

Town's hourly rates are \$2.75 phr lower than the \$4.00 phr currently charge in City of Miami, Miami Beach, Town of surfside, Sunny Isles.

Currently town of surfside are getting ready to increase their permits and hourly rates for this upcoming fiscal year.

We provide a service and to do it as inexpensively as possible.

Thank you

Best regards,

Reynaldo Artica

Parking Enforcement Coordinator

Bay Harbor Islands Department of Parking Enforcement
& Crossing Guard Program

9665 Bay Harbor Terrace

Bay Harbor Islands, Florida 33154

Cell: (786) 877-4523

Office: (305) 866 -6242/(305) 866 -6241

Fax: (305) 866-4863

Email: rantica@bayharborislands-fl.gov



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RESOLUTION NO.2108

LOCATION	Monthly Permit 2015/2016	Monthly permit for 2016 and currently	Propose for Consideration: Increment of \$15.00	Hourly rate From 2008	Hourly rate Currently 2022	Propose for Consideration: 2022
Municipal garage 1165 95 th Street	\$60.00	\$75.00	\$90.00 Increment of \$15.00	\$1.00 Business District	\$1.00 Business District	\$2.00 The town will be below from the hourly rates from other cities
95 street and East Bay harbor Municipal lot	\$55.00	\$65.00	\$75.00 Increment of \$10.00	\$1.00 Business District	\$1.00 Business District	\$2.00 The town will be below from the hourly rates from other cities
North service Road Alley - Bay harbor terrace	\$107.00 From: 2008	\$107.00	\$107.00 Stay the same	\$1.00 More or less Business District	\$1.00 Business District	2.00 The town will be below from the hourly rates from other cities and may be the same
103 rd Street Municipal lot	\$15.00	\$25.00	\$35.00 Increment of \$10.00	\$.10 Cents	\$.50 Cents	\$2.00 The town will be below from the hourly rates from other cities
100 street and East Bay harbor drive Municipal lot	\$15.00	\$25.00	\$35.00 Increment of \$10.00	\$.10 Cents	\$.50 Cents	\$2.00 The town will be below from the hourly rates from other cities
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1. Kane Concourse Meter Permits (NONE) 2015/2016 \$1.00 Main Street / Currently \$1.25.

Consideration Propose from \$1.25 to \$2.00 Business District

2. 9500 Bay Harbor terrace Permits (NONE) 2016 \$1.00/Currently \$1.00 to Propose \$2.00.

Parking Rates Analysis

Pursuant to a request from the Town Administration regarding Parking Rates for local jurisdictions or similar jurisdictions regarding variable rate parking areas the following information was obtained.

Surfside Current Parking Rates

On-Street Parking:

- The parking rate in the Town of Surfside is \$2.00 per hour for On-Street parking.
- There is a two-hour maximum time limit Monday to Friday from 6 AM to 3 PM
- There is a four-hour maximum time limit Monday to Friday from 3 PM to 6 AM
- There is a four-hour maximum time limit between Friday at 3 PM and Monday at 6 AM
- The Town offers various payment options, dependent on the location, as follows: multi-space meters, single-space meters, and Pay By Phone.

Off-Street Parking (Municipal Parking Lots):

- The parking rate in the Town of Surfside is \$2.00 per hour for parking in the six (6) Town Municipal Parking Lots.
- There is a two hour maximum time limit Monday to Friday from 6 AM to 3 PM
- There is a four-hour maximum time limit between Friday at 3 PM and Monday at 6 AM
- The Town offers various payment options, dependent on the location, as follows: multi-space meters, and Pay By Phone.

Business District On-Street Parking:

- The parking rate in the Town of Surfside Business District is \$4.00 per hour on Harding Ave from Monday to Friday, from 10:00 am to 4:00 pm, for on-street parking, with a two-hour maximum time limit.
- After the expiration of 2 hours, the parking space is non-renewable in the business district.
- Between the hours of 4:00 p.m. and 10:00 a.m., the rate is \$2 per hour. The rate on Saturday and Sunday is \$2.00 per hour all day.

Miami Beach Parking Rates

All Parking (On-Street & Off-Street):

- The City of Miami Beach operates over 10,000 parking meters located throughout Miami Beach. Their parking rates are based on congestion pricing and vary by geographical area within their jurisdiction as follows:
 - South Beach: \$4.00 per hour (meter) and \$2.00 per hour (lots)
 - East Middle Beach: \$3.00 per hour (meter) and \$2.00 per hour (lots)
 - West Middle Beach: \$1.00 per hour (meter) and \$1.00 per hour (lots)
 - North Beach: \$1.00 per hour (meter) and \$1.00 per hour (lots)
- The Miami Beach parking rate structure allows for an enhanced parking rate fee for parking spaces in their entertainment areas and proximity to the beach.
- All Day Parking Rates are available in the Miami Beach Multi-Level Parking Garages for \$15.00 or \$20.00 per vehicle depending on the parking garage.

Fort Lauderdale Parking Rates

All Parking (On-Street & Off-Street):

- The City of Fort Lauderdale recently completed a study of their parking rates and locations and based on the study recommendations were made to:
 - Establish on-street parking rates greater than adjacent off-street public parking facilities to incentivize the use of off-street facilities and encourage turnover of visible on-street parking
 - Establish a commission-approved rate range of:
 - On-street: Minimum rate of \$1.50 and Maximum rate of \$4.00 per hour
 - Off-street: Minimum rate of \$1.00 and Maximum rate of \$4.00 per hour
 - Parking Rate Adjustment Premiums would be based on the Parking Facility Occupancy with Parking Facilities with 80% or greater average capacity charging higher adjusted parking rates.
- Fort Lauderdale also charges an adjusted parking rate for their Aquatic Complex Lot located at 501 Seabreeze Blvd (Swimming Hall of Fame):
 - \$3.00 per hour, Monday through Friday from 5 AM to 8:30 PM
 - \$3.00 per hour, Saturday and Sunday from 5 AM to 3:00 PM
 - \$1.75 per hour, after facility operating hours
- Arts & Science District Garage: \$3.00 per hour Max 12 hrs.
- Bridgeside Place Garage: \$4.00 per hour Max 24 hrs.
- City Hall Garage: \$3.00 per hour Max 5 hrs.
- Las Olas Garage: \$4.00 per hour Max 10 hrs.
- Riverwalk Center \$3.00 per hour Max 6 hrs.

Hollywood Parking Rates

All Parking (On-Street & Off-Street):

- The City of Hollywood operates approximately 4,164 public parking spaces both on and off-street that include 20 surface parking lots and a 59-space Recreational Storage Facility Lot.
- The City of Hollywood parking rates are based on a geographical area pricing model within their jurisdiction as follows:
 - In-land Parking Garage: \$1.00 per hour and \$15.00 Daily Rate (lots)
 - Beach Area Garage or Lots
 - \$3.00 per hour Monday through Thursday
 - \$4.00 per hour Friday through Sunday
 - Hollywood Residents may obtain a parking permit that allows them to pay one-half of the normal parking rate (\$1.50 per hour and 2.00 per hour) for the Beach Area Parking Facilities.

Sunny Isles Beach Parking Rates

All Parking (On-Street & Off-Street):

- The City of Sunny Isles Beach parking rates are based on a geographical area pricing model within their jurisdiction as follows:
 - Parking Lots: \$2.00 per hour at all times
 - Beach Area Lots: \$3.00 per hour at all times
 - There are two Beach Lots in Sunny Isles Beach: Ellen Wynne Beach Access Lot and Pier Parking Lot.

Sunny Isles

Code Section



Sunny Isles Beach
Special Magistrate Administrative fee
Garbage Fine

\$500.00



Garbage Fine	1st Violation	2nd Violation	3rd Violation
Warning	\$25.00	\$50.00	\$100.00

§ 231-33. - Penalties for offenses.

A.Any person who violates any section of this article shall be subject to the issuance of a civil penalty as follows:(1)First offense: \$25.00.(2)Second offense: \$50.00.(3)Third offense: \$100.00.B.These civil penalties shall be issued after the appropriate warning period and in accordance with Chapter 14, Code Enforcement, of the Code of the City of Sunny Isles Beach.

Noise violation 1st Violation

Warning \$10,000

Penalties for construction noise
§ 193-10. - Penalties for construction noise
Failure to strictly comply with article 193-10

A. First offense: a minimum fine of \$10,000 and a
stop-work order shall be issued if the violation is not
paid. Notwithstanding any provision to the contrary,
hours.



Subsequent violation

\$20,000.00

offenses.

ction noise offenses.

ny provisions shall result in the following penalties:

of \$10,000.00.B.Second offense: a minimum fine of \$20,000.00.C.Third offense: a
by the City Manager or designee until the violations are corrected and all fines are
sion in this section, the stop-work order shall be in place for a minimum of eight



Sunny Isles Beach Garbage Fine	Warning Yes	1st Violation Fine \$25.00	2nd Violation Fine \$50.00	3rd Violation Fine \$100.00	Code Section § 231-33. - Penalties for offenses. A. Any person who violates any section of this article shall be subject to the issuance of a civil penalty as follows: (1) First offense: \$25.00 (2) Second offense: \$50.00 (3) Third offense: \$100.00. B. These civil penalties shall be issued after the appropriate warning period and in accordance with Chapter 14, Code Enforcement, of the Code of the City of Sunny Isles Beach.
Construction Noise Violation	Yes	\$10,000.00	\$20,000.00	Minimum 8 Hrs. Stop Work Order	§ 193-10. - Penalties for construction noise offenses. Failure to strictly comply with any provisions shall result in the following penalties: A. First offense: a minimum fine of \$10,000.00. B. Second offense: a minimum fine of \$20,000.00. C. Third offense: a stop-work order shall be issued by the City Manager or designee until the violations are corrected and all fines are paid. Notwithstanding any provision in this section, the stop-work order shall be in place for a minimum of eight hours.
Special Magistrate Administrative fee \$500.00					Chapter 14 Code Enforcement C. Special Magistrates shall not be City employees and shall be compensated at a rate not to exceed \$150.00 per hour with a \$500.00 minimum per hearing date, which fee shall include case preparation.
Village of Bal Harbour Garbage Fine	Warning No	1st Violation Fine \$250.00	2nd Violation Fine \$500.00	3rd Violation Fine	Code Section (33)16-4(c) Improper Disposal of Bulk Waste for first violation: \$250.00 for subsequent violations \$500.00
Construction Noise Violation	Yes	\$500.00	\$1,000.00	\$2,500.00	(1) Verbal warning. If the Village Manager finds a violation of this section, he or she shall issue a verbal warning to the Violator requiring immediate correction of the violation. a. First citation. If the violation is not corrected immediately after issuance of the verbal warning, the Village Manager shall issue a citation requiring immediate correction of the violation, shall impose fines in the amount of \$500.00 against both the Violator and Permit Applicant, and shall notify the Property Owner of the violation. b. Second citation. If the violation is not corrected immediately after issuance of the first citation, or the violation recurs within a 60-day period, the Village Manager shall issue a second citation requiring immediate correction of the violation, shall impose fines in the amount of \$1,000.00 against both the Violator and Permit Applicant, and shall notify the Property Owner of the violation. c. Third citation. If the violation is not corrected immediately after issuance of the second citation, or the violation recurs within a 60-day period, the Village Manager shall issue a third citation requiring immediate correction of the violation, shall impose fines in the amount of \$2,500.00 against both the Violator and Permit Applicant, and shall notify the Property Owner of the violation. d. Continuing or recurring violations. In the event that the violation continues after or recurs within 60 days of issuance of the third citation, the Village Manager shall revoke the ability of both the Violator and Permit Applicant to make any Construction Noise between 6:00 p.m. Monday through Thursday to 8:30 a.m. the following day, and from 6:00 p.m. Friday to 10:00 a.m. Saturday for seven consecutive days, and may impose an additional penalty of \$5,000.00 against both the Violator and Permit Applicant. The Village Manager may revoke the ability of both the Violator and Permit Applicant to make any Construction Noise between 6:00 p.m. Monday through Thursday to 8:30 a.m. the following day, and from 6:00 p.m. Friday to 10:00 a.m. Saturday for periods of time in excess of seven consecutive days, in the event that the Violator or Permit Applicant has more than three violations in a six-month period of time and the Violator or Permit Applicant has failed to address and resolve the violations. In such event, the Village Manager may also impose a penalty of \$5,000.00 against the Property Owner if the Property Owner is not the Permit Applicant. Sec. 9-37. - Hearing procedures; enforcement of orders. (2) Administrative costs of hearing in the amount of not less than \$200.00.
Special Magistrate Administrative fee \$200.00					
North Bay Village Garbage Fine	Warning	1st Violation Fine \$200.00	2nd Violation Fine	3rd Violation Fine	Code Section § 94-10. - Duty to dispose of wastes. (f)(3) shall be unlawful for any property owner, and/or occupant to place or allow to remain in any front setback waste of any kind for collection or pick-up, except on a day designated for trash pick-up at the property. Failure to comply with this section of the Code shall result in a Code violation, whereby a \$200.00 fine may be imposed pursuant to §§ 10-99 and 153.04.
Construction Noise Violation	NO	\$250.00	\$500.00		§ 96.04 - Construction activity, new (A)(i) shall be unlawful for any person to conduct any building construction operations on Saturdays, Sundays, and national holidays except as provided below. On Monday through Friday, it shall be unlawful between the hours of 5:00 p.m. and 8:00 a.m. to operate or use any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power or hand saw, hand hammer, or other apparatus, machine, or tool, the use of which causes or is attended by unreasonably loud, excessive, unnecessary or unusual noise, except as provided below.
Special Magistrate Administrative fee \$200.00					
City of Aventura Garbage Fine	Warning	1st Violation Fine \$250.00	2nd Violation Fine	3rd Violation Fine	Code Section Sec. 38-59. - Penalty. Any person who violates any provision of this article shall, upon conviction, be punished by a fine not to exceed \$500.00, or imprisonment in the County jail not to exceed 60 days, or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate violation. This article shall be subject to enforcement under the Local Government Code Enforcement Act, F.S. ch. 162. Enforcement may also be by suit for declaratory, injunctive or other appropriate relief in a court of competent jurisdiction.
Construction Noise Violation		\$250.00	\$500.00		Sec. 39-37. - Penalties. A City Police Officer or Code Enforcement Officer who finds a violation of this article shall issue a citation to the violator requiring correction of the violation, and shall impose a fine in the amount of \$250.00 for which the violator shall be liable. If the violation is not corrected by the violator after issuance of the citation, within the time specified by the person issuing the citation, after taking into consideration the nature and type of noise involved, the Police Officer or Code Enforcement Officer shall issue a second citation and shall impose an additional fine in the amount of \$500.00. If the violation continues after issuance of the second citation to the violator, the violation shall constitute a public nuisance. (c) At the conclusion of the hearing, the Local Hearing Officer shall determine whether a violation under s. 316.0083, Fla. Stat., as amended, has occurred, in which case the hearing officer shall uphold or dismiss the violation. The Local Hearing Officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, require the Petitioner to pay the penalty assessed under F.S. § 316.0083(1)(b), as amended, and may also require the petitioner to pay municipal costs, not to exceed \$250.00. The final administrative order shall be mailed to the Petitioner by first-class mail.
Special Magistrate Administrative fee \$250.00					

Sec. 12-26. - Permissible hours for construction activity and landscaping.

- (1) The performance of construction activity and landscaping within the town shall be allowed pursuant to the following schedule:
 - (a) *Construction activity.* Construction activity is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. No construction activity is permitted on Saturdays or Sundays, except for watering in connection with dust mitigation.
 - (b) *Interior repair and maintenance activity.* Repair and maintenance activity inside a dwelling is permitted from 9:00 a.m. until 6:00 p.m. Monday through Friday. Repair and maintenance activity inside a dwelling is permitted on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., provided that the activity does not result in audible noise outside the dwelling.
 - (c) *Landscaping activity.* Landscaping activity is permitted from 9:00 a.m. until 6:00 p.m. Monday to Friday. On Saturdays, landscaping activity is permitted between the hours of 10:00 a.m. and 5:00 p.m., but only by owners and tenants. There shall be no use of leaf blowers on Saturdays. No commercial landscapers are permitted to perform work in the town on Saturdays.
 - (d) *Town projects.* Town projects are permitted from 8:00 a.m. until 6:00 p.m. Monday to Friday. Weekends and night time hours shall be allowed at the discretion of the town manager, in the public's best interest to finish roadway and right of way projects expeditiously to minimize traffic impact and long-term inconvenience to residents and visitors of the town.
- (2) Except for watering as provided for in subsection (1)(a) above, no construction, repair, maintenance, or landscaping activity is permitted on Sundays or legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays" is defined as any day observed by the town as a legal holiday.
- (3) Notwithstanding the 9:00 a.m. start time provided for in Sections 1(a) and 1(b) above, projects that have submitted applications for new construction and foundation permits as of June 8, 2015 shall be permitted to perform construction activities from 8:00 a.m. until 6:00 p.m. Monday through Friday so long as all new construction and foundation permit(s) remain in full force and effect, except for construction activity located within 375 feet of Ruth K. Broad K-8 that shall commence no earlier than 9:00 a.m. Monday through Friday.

(Ord. No. 30, § 2, 4-14-51; Ord. No. 56, § 1, 12-8-52; Ord. No. 487, § 1, 4-11-90; Ord. No. 547, § 1, 2-14-94; Ord. No. 938, § 3, 8-6-2012; Ord. No. 978, § 1, 6-8-2015)

Cross reference— Additional restrictions, § 12-22.

Sec. 12-27. - Penalties.

The following fines and penalties shall be imposed on violators of this article:

- (a) For the first violation, the violator shall receive a notice of violation imposing a fine of \$250.00.
- (b) For any subsequent violation, the violator shall receive a notice of violation imposing a fine of \$500.00.

(Ord. No. 647, § 3, 4-12-99; Ord. No. 938, § 3, 8-6-2012)

Sec. 12-28. - Granting exceptions.

Whenever and wherever it shall appear to the satisfaction of the town manager that work on buildings within said town is of such a nature that the same cannot be stopped immediately within the time specified herein without substantial loss and damage to the contractor or the owner of said property, then, and only then, the town manager is hereby authorized in his discretion to except said work from the provisions of hereinabove only until the time necessary to complete such emergency work, or to relieve such undue hardship.

(Ord. No. 30, § 4, 4-14-51; Ord. No. 938, § 3, 8-6-2012)

Editor's note— Ord. No. 938, § 3, adopted Aug. 6, 2012, set out provisions amending former § 12-29. To avoid skipping section numbers, and at the editor's discretion, former § 12-29 has been renumbered as § 12-28.

Sec. 5-5.1. - Demolition of structures.

- (a) No demolition may occur within the town without first obtaining a demolition permit from the town that has satisfied all requirements set forth herein. For all demolition within the town, the following items shall be completed and submitted to the building department prior to the issuance of a demolition permit (that is required prior to commencement of demolition activity):
- (1) A site management plan that includes: a plan for the demolition of the structure(s); the location of utilities; location of temporary bathroom facilities; tree identification and disposition; site grading; pedestrian protection (if applicable - when sidewalks exist); adjoining property protection; dust control; runoff control, including but not limited to, a gravel bed at the entry to the site; fencing and screening; site security; and a demolition schedule.
 - (2) Proof of a notice of application for the demolition permit posted in a prominent location on the site for public inspection. Proof of written notice to the owners of adjoining buildings advising them that the demolition is to occur at least five (5) days prior to the start of demolition.
 - (3) Proof of rodent control at the site provided by a license professional company (photographic evidence of rodent traps or other method of controlling rodents might be required at the time of the application).
 - (4) Proof that the demolition site is enclosed on all sides with a temporary six-foot chain link fence with screening material. (A fence permit is also required to be issued, and the fence installed, inspected, and the fence permit must be closed-out by the building department prior to a demolition permit being issued.)
 - (5) Proof that single unit A/C systems have been evacuated to avoid Freon leaking into the atmosphere, (when applicable).
 - (6) Any additional documents that may be required by the building department including, but not limited to, a survey of the property, letter of disconnect from FPL, water and sewer capping, letter of disconnect from gas company (when applicable), approval of outside agencies (when applicable) such as the department of regulatory and economic resources (for asbestos, when applicable), department of health, department of environmental protection, etc.
- (b) All demolition sites shall be dust controlled by hosing of debris with water.
- (c) All demolition sites shall comply with the town's noise ordinance and hours of construction. No demolition activity is permitted on Saturdays, Sundays or legal holidays.
- (d) All equipment used during demolition must be contained within the site, unless the town manager approves an alternative location within the town.
- (e) The town manager may require other documentation or impose additional requirements for any other matters that may relate to a particular site.

Sec. 5-6. - Developmental fees, permits—Required, fees to be paid; penalty for noncompliance.

- (a) *Required.* Permits shall be required and must be obtained for all structures erected, constructed, moved, reconstructed or structurally altered or other work done on such structures such as painting, roof cleaning or painting, plumbing or electrical work, sandblasting, seawall repairs, sign painting or installation, driveway sealing or paving, awning installation, fencing, installation or replacement or repair of air-conditioning equipment, hurricane shutters and patio slabs in the town. Fees shall be paid therefor in accordance with the fee schedule provided herein. As a condition precedent to the processing of plans and/or an application for a permit involving new construction, substantial renovations, or demolition, neither the applicant nor the subject property shall have any existing code violations in the town, liens or unpaid fines due and owing to the town.
- (b) *Developmental fees.* All fees charged for services provided by the town in conjunction with or in any way related to development permits, as defined in F.S., chapter 163, shall be established from time to time by separate administrative order which shall not become effective until approved by resolution of the town council.
- (c) *Exception from fees.* The Dade County School Board, the County of Miami-Dade, the state, the United States of America, and all corporate municipalities owning real property within the boundaries of the town, shall be exempted from the payment of any fee for a building permit or a certificate of use and occupancy where the work is done wholly by personnel of such agency; where the work is done for such agency is done by outside contract, the contractor shall secure the necessary permit and pay the required fees; where the work is to be done solely by the personnel of a governmental agency, the permit shall be issued in the name of such agency upon application for any building construction, occupancy or usage, not contrary to the provisions of the Town Code of Ordinances.
- (d) *[Penalty for violation.]* If any required permit is not obtained in accordance with this section, any person who was required to obtain the permit shall be punished by a fine not exceeding \$250.00 per day for a first violation and not exceeding \$500.00 per day for a repeat violation, unless otherwise prescribed in the Code, ordinances or by resolution of the town council.
- (e) To the extent that there are open plans or permits involving new construction, substantial renovations, or demolition on the effective date of this section wherein the applicant or the subject property has any existing code violations with the town, liens or unpaid fines due and owing to the town, neither a final inspection shall occur nor shall the plans or permit be approved or closed until the existing code violation(s) are complied with and the citations are closed by the town and any unpaid fines are paid in full.

(Ord. No. 225, § 1, 11-10-69; Ord. No. 310, § 1, 10-11-76; Ord. No. 336, § 1, 9-11-78; Ord. No. 644, § 1, 3-8-99; Ord. No. 718, § 2, 5-12-03; Ord. No. 792, § 2, 3-13-06)

Type of fee	BHI Current fee	Fee Frequency	Suggested Fee Change	Comments
Parking				
Municipal Parking Garage -Blue lot	\$75.00	Monthly	\$90.00	Please see attached study
Orange Municipal Parking lot 95 st	\$65.00	Monthly	\$75.00	
Green North Service Alley lot	\$107.00	Monthly	\$107.00	
Red Municipal Parking lot 103 ST	\$25.00	Monthly	\$35.00	
Red Municipal Parking lot 100 ST	\$25.00	Monthly	\$35.00	
Red Municipal Parking lot 92 ST	\$25.00	Monthly	\$35.00	
Brown Municipal Parking lot 97st	\$65.00	Monthly	\$75.00	
Municipal Parking Garage	\$1.00	Per Hour	\$2.00	
Orange Municipal Parking lot 95st	\$1.00	Per hour	\$2.00	
Green North Service Alley Lot	\$1.00	Per Hour	\$2.00	
Red Municipal Parking lot 103 st	0.5	Per Hour	\$2.00	
Red Municipal Parking lot 100 st	0.5	Per Hour	\$2.00	
Red Municipal Parking lot 92 st	0.5	Per Hour	\$2.00	
Brown Municipal Parking lot 97 st	\$1.00	Per Hour	\$2.00	
96th St Kane Concourse Meters	\$1.25	Per Hour	\$2.00	
PaybyPhone Location 4571 Garage	\$1.00	Per Hour	\$2.00	
PaybyPhone Location 4585 Orange lot	\$1.00	Per Hour	\$2.00	
PaybyPhone Location 4586 Green lot 1.00	\$1.00	Per Hour	\$2.00	
PaybyPhone Location 2270 Red lot	0.5	Per Hour	\$2.00	
PaybyPhone Location 2271 Red lot	0.5	Per Hour	\$2.00	
PaybyPhone Location 2280 Red lot	0.5	Per Hour	\$2.00	
PaybyPhone Location 4587 Brown lot 1	\$1.00	Per Hour	\$2.00	
PaybyPhone Location 2281 No permit 1	\$1.00	Per Hour	\$2.00	
Bay Harbor Terrace 95 st	\$1.00	Per Hour	\$2.00	
Utilities				

Stormwater	\$5.00/unit	Monthly	\$15.00 / unit	Increase will help fund: 1. Design and Construction of Stormwater Improvements on West Bay Harbor Drive (Near School and Fire Station) - \$500,000 2. Installation of Inline Check Valves on the West Island’s Outfalls - \$225,000 3. Design and Construction of upsizing the ocean outfalls (117, 121, 123, 126, 127, and 128) per Master Plan - \$600,000 4. Design and Construction of upsizing the ocean outfalls (60, 63, 96, 105, 106, and 110) per Master Plan - \$600,000
Solid Waste	\$46.00/house (Residential)	Monthly	No change	
	\$20.00/Unit (Multi Family)	Monthly	No change	
Water	\$5.00/1,000 gallons of consumption	Monthly	No change	
Sewer (Base)	\$22.04/Unit	Monthly	\$23.00	County rates increased
Sewer (Consumption)	\$8.39 * (Water Consumption) + \$22.04 *(Unit)	Monthly	\$8.80 (water consumption) +\$23.00 (unit)	
Police Department				
Excessive False Alarm	\$25.00-\$100.00	0	No change	
Clerks Office				
Lien Search	\$50	Per search	No change	
Code Enforcement				
Special Master hearing Administrative fee	\$150.00	Scheduled hearings	\$200.00	Please see surrounding area comparison
Vacant property registration	\$150.00	annually	No change	
Condo/Associations registrations	\$100.00	annually	No change	
1st noise violation /starting work early	\$250.00	upon occurrence	New Construction & Demolitions: 1st Violation= \$1,000 2nd Violation=\$2,000 3rd Violation =\$3,000 + 8 hour stop work order Each Subsequent Violation=\$5,000 Existing Construction: Keep existing Violation rates (\$250 / \$500)	Change suggested for new construction and demolition work
Subsequent violation for noise / starting work early	\$500.00	upon occurrence		

Leaving garbage on curb	\$50.00	upon occurrence	\$100 first violation / \$250 second violation / \$500 each subsequent violation	<i>Please see surrounding area comparison</i>
Building Department				
Upfront permit fee for residential and commercial	30% of permit fee		No change proposed - last edit was 2021	
New construction permit or addition or /alteration to existing structure permit	\$150.00 minimum or 3% of job cost / \$150.00 min or 2% of job cost		No change proposed - last edit was 2021	
Roll off waste container	\$65.00 per container		No change proposed - last edit was 2021	
Demo of building: Single fam / Multi	\$500.00 / \$1,500.00		No change proposed - last edit was 2021	
Sign fee	\$75.00		No change proposed - last edit was 2021	
Review of 40 year re-cert / Structural	\$250.00 / \$100.00 per hour		No change proposed - last edit was 2021	
Plan review revision per page	\$25.00 residential / \$50.00 commercial		No change proposed - last edit was 2021	
Plumbing permit fee	\$150.00 minimum or 3% of job cost		No change proposed - last edit was 2021	
Electrical permit fee	\$150.00 minimum or 3% of job cost		No change proposed - last edit was 2021	
Mechanical permit fee	\$150.00 minimum or 3% of job cost		No change proposed - last edit was 2021	
Building information letters	\$25.00		No change proposed - last edit was 2021	
Change of contractor	\$100.00 flat fee		No change proposed - last edit was 2021	
Lost plan fee	\$6.00 per page		No change proposed - last edit was 2021	
Permit card replacement	\$5.00		No change proposed - last edit was 2021	
Any charge not specifically covered: payroll rate plus 50%	\$35.00 min		No change proposed - last edit was 2021	
Certificate of completion (single fam, townhouse, commercial shell)	\$50.00		No change proposed - last edit was 2021	
1st Reinspection fee/2nd Reinspection fee / 3rd Reinspection fee / Special inspections	1st Re-inspection: \$75.00 2nd Re-inspection: \$100.00 3rd Re-inspection: \$250.00	Change only for 1st Re-inspection \$85	per occurrence	<i>Per surrounding municipality study</i>
Special Inspection / Meetings / Conferences	\$25.00 per half hour	\$50.00 per half hour		<i>Per surrounding municipality study</i>
Certificates of use and occupancy	\$100.00		No change proposed - last edit was 2021	
Occupancy without CO	\$250.00	per day plus double CO fee	No change proposed - last edit was 2021	
Marking of BFE	\$25.00		No change proposed - last edit was 2021	
Technology fee	10% of permit fee		No change proposed - last edit was 2021	
Scanning fee: 11x17 / larger than 11x17	\$2.00 / \$3.00	per sheet	No change proposed - last edit was 2021	
Digitized Job Copy (permit set): 11x17 / larger than 11x17 /CD or USB	\$2.00 / \$3.00 / \$6.00	per sheet	No change proposed - last edit was 2021	
180 day extension request	50% of original permit fee		No change proposed - last edit was 2021	
Sewer allocation letters	\$25.00		No change proposed - last edit was 2021	
Construction trailer	\$250.00	renewal fee \$250 per 6 month	No change proposed - last edit was 2021	
Use of right of way- permit bond	\$150.00 / 1 1/2 of job cost, not to exceed \$20,000.00		No change proposed - last edit was 2021	
New construction: Zoning inspection Final zoning inspection Zoning plan review	Single family: \$500.00 Multi-family / commercial: \$3,000.00 \$90.00 per hour		Zoning Plan Review \$120.00 per hour	<i>Rate increased to recover Town cost</i>

P&Z Inquiries to Planner	0		\$120.00 per hour	<i>Rate imposed to recover Town cost</i>
Work without permit - after fact permit	Double permit fee + \$100 fine		No change proposed - last edit was 2021	
Failure to comply with inspection requirements	Bond forfeiture		No change proposed - last edit was 2021	
Sunpass / Toll				
SunPass Toll - first 2-axles	\$1.50	per trip	\$1.75	<i>Rates not changed since 2016</i>
SunPass Toll - Additional Axles	\$5.00	per additional axle, per trip	\$6.00	
Toll-by-Plate - first 2-axles	\$2.00	per trip	\$3.00	
Toll-by-Plate - additional axles	\$6.50	per additional axle, per trip	\$7.50	
<i>Broad Causeway Toll Pass Plan</i>				
Annual Pass plan	\$300.00	per subscription period	\$350.00	
6-month Pass plan	\$175.00	per subscription period	\$225.00	
Business Tax Receipts				
Vacation Rentals: Business Tax Receipt/Vacation Rental License	\$1,275.00	Annual Renewal \$500	To be determined due to State Statute	
\$25 Proc fee/\$500 License Fee/Registration Fee \$750				
Local Business Tax Receipts				
Advertising Agency	\$121.55	Annually	To be determined due to State Statute	
Agent,Bureau,Broker, Operator or Dealers	\$121.55	Annually	To be determined due to State Statute	
Apartments, Hotels,or Rooming Houses	\$3 per room Min fee of \$66.70	Annually	To be determined due to State Statute	
Automobile Dealers	\$303.70	Annually	To be determined due to State Statute	
Automobile Parking Garages	\$121.55	Annually	To be determined due to State Statute	
Automobile Rental Agencies	\$868.20	Annually	To be determined due to State Statute	
Bakeries	\$121.55	Annually	To be determined due to State Statute	
Banks & other Financial Institutions	\$224.60	Annually	To be determined due to State Statute	
Babershops	\$18.20 (Per Chair) Minimum fee \$72.80	Annually	To be determined due to State Statute	
Beauty Parlors	\$18.20 (Per Chair) Minimum fee \$72.80	Annually	To be determined due to State Statute	
Bicycles, Rentals & Repairs	\$121.55	Annually	To be determined due to State Statute	
Building & Construction Trades, General Building	\$121.55	Annually	To be determined due to State Statute	
Buses (intercity) Per bus	\$121.55	Annually	To be determined due to State Statute	
Buses (public transportation)	\$606.65	Annually	To be determined due to State Statute	
Business Management,Admin office for stores located out of BHI	\$121.55	Annually	To be determined due to State Statute	
Confectionery & Ice Cream Store	\$121.55	Annually	To be determined due to State Statute	
Dry Cleaning & Laundry Agency or pick up service	\$109.15	Annually	To be determined due to State Statute	
Electric Company	\$455.60	Annually	To be determined due to State Statute	
Employment Agency	\$121.55	Annually	To be determined due to State Statute	
Financial Advisor/Planner	\$121.55	Annually	To be determined due to State Statute	
Florists	\$121.55	Annually	To be determined due to State Statute	
For Hire Cars, With Driver	\$121.55 (Permit per Car -\$36.35)	Annually	To be determined due to State Statute	
Gaming Machines	\$2,431.00	Annually	To be determined due to State Statute	
Gas Company	\$668.35	Annually	To be determined due to State Statute	
Gasoline Filling Station, Retail	First Pump \$121.55 Additional pump \$60.65	Annually	To be determined due to State Statute	
Insurance Companies, Interstate Commerce only	\$30.30 Underwriters \$121.55	Annually	To be determined due to State Statute	
Interior Decorators	\$121.55	Annually	To be determined due to State Statute	

[illegible]

[illegible]

[illegible]

Type of fee	BHI Current fee	Fee Frequency	Suggested Fee Change	Comments	Estimated Revenues
Parking					
Municipal Parking Garage -Blue lot	\$75.00	Monthly	\$90.00	Please see attached study	\$52,400.00
Orange Municipal Parking lot 95 st	\$65.00	Monthly	\$75.00		\$5,384.62
Green North Service Alley lot	\$107.00	Monthly	\$107.00		\$0.00
Red Municipal Parking lot 103 ST	\$25.00	Monthly	\$35.00		\$2,000.00
Red Munciapal Parking lot 100 ST	\$25.00	Monthly	\$35.00		\$2,000.00
Red Municipal Parking lot 92 ST	\$25.00	Monthly	\$35.00		\$2,000.00
Brown Municipal Parking lot 97st	\$65.00	Monthly	\$75.00		\$1,461.54
Municipal Parking Gararge	\$1.00	Per Hour	\$2.00		\$4,720.28
Orange Municipal Parking lot 95st	\$1.00	Per hour	\$2.00		\$4,720.28
Green North Service Alley Lot	\$1.00	Per Hour	\$2.00		\$4,720.28
Red Municipal Parking lot 103 st	0.5	Per Hour	\$2.00		\$42,482.52
Red Municipal Parking lot 100 st	0.5	Per Hour	\$2.00		\$42,482.52
Red Municipal Parking lot 92 st	0.5	Per Hour	\$2.00		\$42,482.52
Brown Municipal Parking lot 97 st	\$1.00	Per Hour	\$2.00		\$4,720.28
96th St Kane Concourse Meters	\$1.25	Per Hour	\$2.00		\$1,699.30
PaybyPhone Location 4571 Garage	\$1.00	Per Hour	\$2.00		\$6,818.18
PaybyPhone Location 4585 Orange lot	\$1.00	Per Hour	\$2.00		\$6,818.18
PaybyPhone Location 4586 Green lot 1.00	\$1.00	Per Hour	\$2.00		\$6,818.18
PaybyPhone Location 2270 Red lot	0.5	Per Hour	\$2.00		\$61,363.64
PaybyPhone Location 2271 Red lot	0.5	Per Hour	\$2.00		\$61,363.64
PaybyPhone Location 2280 Red lot	0.5	Per Hour	\$2.00		\$61,363.64
PaybyPhone Location 4587 Brown lot 1	\$1.00	Per Hour	\$2.00		\$6,818.18
PaybyPhone Location 2281 No permit 1	\$1.00	Per Hour	\$2.00		\$6,818.18
Bay Harbor Terrace 95 st	\$1.00	Per Hour	\$2.00		\$6,818.18
					\$438,274.13
Utilities					
Stormwater	\$5.00	Monthly	\$15.00	Increase will help fund: 1. Design and Construction of Stormwater Improvements on West Bay Harbor Drive (Near School and Fire Station) - \$500,000 2. Installation of Inline Check Valves on the West Island’s Outfalls - \$225,000 3. Design and Construction of upsizing the ocean outfalls (117, 121, 123, 126, 127, and 128) per Master Plan - \$600,000 4. Design and Construction of upsizing the ocean outfalls (60, 63, 96, 105, 106, and 110) per Master Plan - \$600,000	\$460,000.00
Solid Waste	\$46.00/house (Residential) \$20.00/Unit (Multi Family)	Monthly	No change		
Water	\$5.00/1,000 gallons of consumption	Monthly	No change		
Sewer (Base)	\$22.04	Monthly	\$23.00	County rates increased	
Sewer (Consumption)	\$8.39 * (Water Consumption) + \$22.04 *(Unit)	Monthly	\$8.80 (water consumption) +\$23.00 (unit)		\$128,504.65
Police Department					
Excessive False Alarm	\$25.00-\$100.00	0	No change		

135000

1.00 0.034965 4720.28

1.00 0.034965 4720.28

1.00 0.034965 4720.28

3.00 0.104895 14160.84

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3.00 0.104895 14160.84

1.00 0.034965 4720.28

0.60 0.020979 2832.168

195000

1.00 0.034965 6818.182

1.00 0.034965 6818.182

1.00 0.034965 6818.182

3.00 0.104895 20454.55

3.00 0.104895 20454.55

3.00 0.104895 20454.55

1.00 0.034965 6818.182

1.00 0.034965 6818.182

1.00 0.034965 6818.182

28.60

5%

Clerks Office					
Lien Search	\$50	Per search	No change		
Code Enforcement					
Special Master hearing Administrative fee	\$150.00	Scheduled hearings	\$150.00		\$0.00
Vacant property registration	\$150.00	annually	No change		\$0.00
Condo/Associations registrations	\$100.00	annually	No change		\$0.00
1st noise violation /starting work early	\$250.00	upon occurrence	TBD	Separate item on agenda	
Subsequent violation	\$500.00	upon occurrence	TBD	Separate item on agenda	
Leaving garbage on curb	\$50.00	upon occurrence	\$50.00		\$0.00
Building Department					
Upfront permit fee for residential and commercial	30% of permit fee		No change proposed - last edit was 2021		
New construction permit or addition or /alteration to existing structure permit	\$150.00 minimum or 3% of job cost / \$150.00 min or 2% of job cost		No change proposed - last edit was 2021		
Roll off waste container	\$65.00 per container		No change proposed - last edit was 2021		
Demo of building: Single fam / Multi	\$500.00 / \$1,500.00		No change proposed - last edit was 2021		
Sign fee	\$75.00		No change proposed - last edit was 2021		
Review of 40 year re-cert / Structural	\$250.00 / \$100.00 per hour		No change proposed - last edit was 2021		
Plan review revision per page	\$25.00 residential / \$50.00 commercial		No change proposed - last edit was 2021		
Plumbing permit fee	\$150.00 minimum or 3% of job cost		No change proposed - last edit was 2021		
Electrical permit fee	\$150.00 minimum or 3% of job cost		No change proposed - last edit was 2021		
Mechanical permit fee	\$150.00 minimum or 3% of job cost		No change proposed - last edit was 2021		
Building information letters	\$25.00		No change proposed - last edit was 2021		
Change of contractor	\$100.00 flat fee		No change proposed - last edit was 2021		
Lost plan fee	\$6.00 per page		No change proposed - last edit was 2021		
Permit card replacement	\$5.00		No change proposed - last edit was 2021		
Any charge not specifically covered: payroll rate plus 50%	\$35.00 min		No change proposed - last edit was 2021		
Certificate of completion (single fam, townhouse, commercial shell)	\$50.00		No change proposed - last edit was 2021		
1st Reinspection fee/2nd Reinspection fee / 3rd Reinspection fee / Special inspections	\$75.00		No change proposed - last edit was 2021		
Certificates of use and occupancy	\$100.00		No change proposed - last edit was 2021		
Occupancy without CO	\$250.00	per day plus double CO fee	No change proposed - last edit was 2021		
Marking of BFE	\$25.00		No change proposed - last edit was 2021		
Technology fee	10% of permit fee		No change proposed - last edit was 2021		
Scanning fee: 11x17 / larger than 11x17	\$2.00 / \$3.00	per sheet	No change proposed - last edit was 2021		
Digitized Job Copy (permit set): 11x17 / larger than 11x17 /CD or USB	\$2.00 / \$3.00 / \$6.00	per sheet	No change proposed - last edit was 2021		
180 day extension request	50% of original permit fee		No change proposed - last edit was 2021		
Sewer allocation letters	\$25.00		No change proposed - last edit was 2021		
Construction trailer	\$250.00	renewal fee \$250 per 6 month	No change proposed - last edit was 2021		
Use of right of way- permit bond	\$150.00 / 1 1/2 of job cost, not to exceed \$20,000.00		No change proposed - last edit was 2021		
New construction:					
Zoning inspection	Single family: \$500.00				
Final zoning inspection	Multi-family / commercial: \$3,000.00				
Zoning plan review	\$90.00 per hour		No change proposed - last edit was 2021		
Work without permit - after fact permit	Double permit fee + \$100 fine		No change proposed - last edit was 2021		
Failure to comply with inspection requirements	Bond forfeiture		No change proposed - last edit was 2021		
Sunpass / Toll					
SunPass Toll - first 2-axles	\$1.50	per trip	\$1.75	Rates not changed since 2016	\$236,809.05
SunPass Toll - Additional Axles	\$5.00	per additional axle, per trip	\$6.00		\$341,005.03
Toll-by-Plate - first 2-axles	\$2.00	per trip	\$3.00		\$2,131,281.41
Toll-by-Plate - additional axles	\$6.50	per additional axle, per trip	\$7.50		\$201,778.12
					\$2,910,873.60

Broad Causeway Toll Pass Plan							
Annual Pass plan	\$300.00	per subscription period	\$350.00		\$31,622.81	0.17	0.37
6-month Pass plan	\$175.00	per subscription period	\$225.00		\$92,932.33	0.29	0.63
					\$124,555.14	0.45	
Business Tax Receipts							
Vacation Rentals: Business Tax Receipt/Vacation Rental License	\$1,275.00	Annual Renewal \$500	To be determined due to State Statute				
\$25 Proc fee/\$500 License Fee/Registration Fee \$750							
Local Business Tax Receipts							
Avertising Agency	\$121.55	Annually	To be determined due to State Statute				
Agent,Bureau,Broker, Operator or Dealers	\$121.55	Annually	To be determined due to State Statute				
Apartments, Hotels,or Rooming Houses	\$3 per room Min fee of \$66.70	Annually	To be determined due to State Statute				
Automobile Dealers	\$303.70	Annually	To be determined due to State Statute				
Automobile Aprking Garages	\$121.55	Annually	To be determined due to State Statute				
Automobile Rental Agencies	\$868.20	Annually	To be determined due to State Statute				
Bakeries	\$121.55	Annually	To be determined due to State Statute				
Banks & other Financial Institutions	\$224.60	Annually	To be determined due to State Statute				
Babershops	\$18.20 (Per Chair) Minimun fee \$72.80	Annually	To be determined due to State Statute				
Beauty Parlors	\$18.20 (Per Chair) Minimun fee \$72.80	Annually	To be determined due to State Statute				
Bicycles, Rentals & Repairs	\$121.55	Annually	To be determined due to State Statute				
Building & Construction Trades, General Building	\$121.55	Annually	To be determined due to State Statute				
Buses (intercity) Per bus	\$121.55	Annually	To be determined due to State Statute				
Buses (public transportation)	\$606.65	Annually	To be determined due to State Statute				
Business Management,Admin office for stores located out of BHI	\$121.55	Annually	To be determined due to State Statute				
Confectionery & Ice Cream Store	\$121.55	Annually	To be determined due to State Statute				
Dry Cleaning & Laundry Agency or pick up service	\$109.15	Annually	To be determined due to State Statute				
Electric Company	\$455.60	Annually	To be determined due to State Statute				
Employment Agency	\$121.55	Annually	To be determined due to State Statute				
Financial Advisor/Planner	\$121.55	Annually	To be determined due to State Statute				
Florists	\$121.55	Annually	To be determined due to State Statute				
For Hire Cars, With Driver	\$121.55 (Permit per Car -\$36.35)	Annually	To be determined due to State Statute				
Gaming Machines	\$2,431.00	Annually	To be determined due to State Statute				
Gas Company	\$668.35	Annually	To be determined due to State Statute				
Gasoline Filling Station, Retail	First Pump \$121.55 Additional pump \$60.65	Annually	To be determined due to State Statute				
Insurance Companies,Interstate Commerce only	\$30.30 Underwriters \$121.55	Annually	To be determined due to State Statute				
Interior Decorators	\$121.55	Annually	To be determined due to State Statute				
Landscaping,Landscaping Maintenance office	\$121.55	Annually	To be determined due to State Statute				
Marketing, including Telemarketing	\$121.55	Annually	To be determined due to State Statute				
Merchandise, gum,etc, Vending Machines	\$12.15	Annually	To be determined due to State Statute				
Merchants All persons, firms or corporations selling merchandise	121.55	Annually	To be determined due to State Statute				
Movie Theater	0-125 seats \$607.75 over 125 seats \$850.80	Annually	To be determined due to State Statute				
Personal Business	\$60.65	Annually	To be determined due to State Statute				
Professional Licenses	\$121.55	Annually	To be determined due to State Statute				
Property Management	\$121.55	Annually	To be determined due to State Statute				
Public Relations	\$121.55	Annually	To be determined due to State Statute				
Radio & Musical Instrumental Dealers	\$121.55	Annually	To be determined due to State Statute				
Real Estate Broker	\$90.90	Annually	To be determined due to State Statute				
Restaurants, serving food, with chairs or stools,	\$2.40 per seat Minimum fee of \$121.55	Annually	To be determined due to State Statute				
Service providers (selling to others for a fee, services of any kind)	\$121.55	Annually	To be determined due to State Statute				
Stock Brokers	(Full service) \$303.70 (Each Salesperson) \$30.30	Annually	To be determined due to State Statute				
Tour Operator	\$121.55	Annually	To be determined due to State Statute				
Vending Machines	\$12.15	Annually	To be determined due to State Statute				
Wholesale Dealers	\$243.10	Annually	To be determined due to State Statute				
COMMUNITY SERVICES							
Senior Yoga	\$50.00	\$60.00	\$100.00		0.133333333		0.163877563
Senior Tai-Chi	\$50.00	\$60.00	\$100.00		0.133333333		0.163877563
Senior Computer 2 Hrs	\$50.00	\$60.00	\$100.00		0.133333333		0.163877563
Adult Yoga	\$90.00	\$130.00	\$150.00		0.030769231		0.037817899

[illegible]

CURRENT NUMBERS

Average Number of Active Pass Plans – 1,650 (down from 2,000 pre-pandemic)

Number of Transactions Exempted in 365 days – 953,700

Average Number of trips per Pass Plan – 578

Transactions Exempted at Bridge Level – 838,000

Transactions Exempted by SunPass – 115,700

Cost of transactions exempted by TransCore @ \$1.50/each –\$1,257,000

Cost of transactions exempted by SunPass @ \$1.58/each – \$182,806

Total loss of Transponder Toll Revenue - \$1,439,806.00

Value received for Each Pass Plan - \$872.60

Cost to Town for Each Pass Plan - \$872.60 - \$300.00 = \$572.60

PRE-2016

Cost of Pass Plan – 250.00

Cost of Transponder Toll - \$1.00

Number of trips to “break even” – 250

Post-2016

Cost of Pass Plan – 300.00

Cost of Transponder Toll - \$1.50

Number of trips to “break even” – 200

Proposed Rate Changes

Current Rates

# Axles	SunPass	Toll-By-Plate
2	\$1.50	\$2.00
3	\$6.50	\$7.75
4	\$11.50	\$15.00
5	\$16.50	\$21.20
Add'l Axles	\$5.00	\$6.50

Suggested Rate Increases

# Axles	SunPass	Toll-By-Plate
2	\$1.75	\$3.00
3	\$7.75	\$10.50
4	\$13.75	\$18.00
5	\$19.75	\$25.50
Add'l Axles	\$6.00	\$7.50

Suggested Pass Plan Rate Increase

Cost of Pass Plan – \$350.00

Cost of Transponder Toll - \$1.75

Number of trips to “break even” – 200