NOTE: A request form is available from the Deputy Town Clerk or on the Town's website; please fill it in and return it no later than the "Public Comment" section of the meeting if you would like to address the Town Council. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices at the start of the meeting. Thank you.

TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154

REGULAR COUNCIL MEETING
AGENDA

November 12, 2025
7:00 PM

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 in being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE

A Special Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Monday, November 4, 2024, at 8:30 a.m.

"In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town's equipment. There is no guarantee that internet service will be reliable or that the Town's equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments."

Zoom Meeting Link: https://us06web.zoom.us/j/87551483254
Meeting ID: 875 5148 3254

To request to speak during Public Comment, please utilize the "raise your hand" Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers below:

US Toll Free Numbers: 877 853 5247 or 888 788 0099

For higher quality, dial a number based on your current location):
US: 1 305 224 1968 or 1 646 558 8656 or 1 301 715 8592

Meeting ID: 875 5148 3254
Participant ID: Press the # key.

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at yhamilton@bayharborislands-fl.gov prior to 4:00 p.m. on the day of the meeting.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Legislative Update by Florida State Representative Fabian Basabe.
2. A Proclamation naming November as March of Dimes 2025 Prematurity Awareness Month. Sponsored by Mayor Isaac Salver.
3. The Children's Trust in conjunction with Florida International University Explorers Annual Reading Comprehension and Literacy Competition Battle of the Books 2025 Champions Award Recognition.
4. Bay Harbor Islands Police Department Officer of the Quarter Awards.
5. Employee of the Month Recognition (June, July, August and September)

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER’S REPORT:

COUNCIL 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 or on the Town's website; please fill it in and return it to the DeputyTown Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council.*** *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:

MINUTES

6.

- October 8, 2025 Regular Town Council Meeting Minutes. Sponsored by Town Manager Lindsley Noel.
- October 14, 2025 Special Town Council Meeting Minutes. Sponsored by Town Manager Lindsley Noel.

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.)*

7. Discussion and possible action to approve the FDOT LAP Agreement for the Broad Causeway ICWW Bridge Design. Sponsored by Town Manager Lindsley Noel.

8. Discussion and possible action to approve the FDOT LAP Agreement for the Bay Harbor Waterway Bridge Design. Sponsored by Town Manager Lindsley Noel.

9. Discussion and possible action to approve the FDOT LAP Agreement for the Indian Creek Bridge Design. Sponsored by Town Manager Lindsley Noel.

10. Piggyback Vortex Services Contract with OMNIA Partners, Public Sector, Inc. to line 40 sewer laterals with T Liner. Sponsored by Town Manager Lindsley Noel.

11. Authorize the Town Manager to direct Atkins to perform Transportation, Police Services, and Parks and Recreation Impact Fee Studies as outlined in the attached Task Order. Sponsored by Town Manager Lindsley Noel.

12. Consideration and Approval of a resolution to enter into a Five (5) year agreement with Axon for the implementation of a Drone as First Responder (DFR) Program for the Police Department and the Building Department. Sponsored by Town Manager Lindsley Noel.

13. Discussion and possible action to enter into a piggyback agreement with Tampa Crane and Body for the purchase of a street sweeper. Sponsored by Town Manager Lindsley Noel.

14. Consideration and Approval of a resolution excerising the Town's option to renew for two years the contract with Brightview. Sponsored by Town Manager Lindsley Noel.

15. Consideration and Approval of a Resolution for the Tenth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to January 31, 2026 for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed are the draft Resolution and the Lease Extension agreement that call for a 3% increase to the rent, on a monthly basis from the previous rental payment. Sponsored by Council Member Joshua Fuller.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE TENTH LEASE EXTENSION AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND SUNSHINE GASOLINE DISTRIBUTORS, INC., A FLORIDA CORPORATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

16. Discussion and possible action to enter into an agreement with Guardian Access Solutions for the purchase and installation of gate arms at 9500 and 9600 West Broadview Drive. Sponsored by Council Member Joshua Fuller.

17. Discussion and Possible action regarding a request from the 8th Grade Committee of the Ruth K. Broad PTA for a donation of $4,500 towards the 2026 graduation. Enclosed are the request and the Town's Request Funding Form. Sponsored by Council Members Joshua Fuller and Robert Yaffe.

ORDINANCES ON SECOND READING:

18. Consideration and approval of an Ordinance on second reading creating Chapter 2, Article III for "Lobbyist Registration Fee". Sponsored by Town Manager Lindsley Noel.

ORDINANCES ON FIRST READING:

DEFERRED ITEMS:

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

19. Consideration and Approval of a Resolution regarding a Budget Amendment to the FY 2024-2025 Budget. Attached is a copy of the draft Resolution with supporting documents. Sponsored by Town Manager Lindsley Noel.

20. Consideration and Approval of a Resolution regarding a Budget Amendment to the FY 2025-2026 Budget. Attached is a copy of the draft Resolution with supporting documents. Sponsored by Town Manager Lindsley Noel.

21. Consideration and Approval of the Regular Council Meeting dates for the 2026 calendar year. Enclosed is a list of the proposed dates. Sponsored by Town Manager Lindsley Noel.

22. Consideration and approval of a resolution designating a weekday (Tuesday, Wednesday or Thursday prior to the election) for Early Voting for the upcoming April 7, 2026 election, pursuant to Section 6-4 of the Town Code. Enclosed is the draft resolution. Sponsored by Town Manager Lindsley Noel.

23. Request for approval of an extension of a temporary Sales Center located at 10301 East Bay Harbor Drive. The current temporary sale center expires December 31, 2025. Placed on the agenda for discussion purposes by Town Manager Lindsley Noel.

24. Discussion and possible action of automated speed enforcement hours of operation. Sponsored by Town Manager Lindsley Noel.

DISCUSSION ITEMS:

25. Discussion and Possible Action regarding a vote of no confidence in our current Town Attorneys and direction to the Town Manager to issue a Request For Proposal (RFP) for Town Attorney services. Sponsored by Council Member Teri D'Amico.

26. Discussion and possible action to name the park located at 9600 West Bay Harbor Drive "Gateway Park". Sponsored by Council Member Teri D'Amico.

27. Discussion and possible action to approve a resolution adopting Robert's Rules of Order as the parliamentary procedure for the Town Council. Sponsored by Council Member Teri D'Amico.

28. Discussion and Possible Action to remove the gates at the 92nd Street Dog Park. Sponsored by Council Member Teri D'Amico.

ADJOURNMENT: Approximately 8:00 p.m.

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
November 12, 2025

ITEM NUMBER: 2.

ITEM: A Proclamation naming November as March of Dimes 2025 Prematurity Awareness Month. Sponsored by Mayor Isaac Salver.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Prematurity Awareness Month-November 2025

WHEREAS, moms and babies face serious health risks and March of Dimes fights for their health through research, education, advocacy, and programs, and

WHEREAS, March of Dimes has developed a collaborative model to study and prevent preterm birth through groundbreaking research at five Prematurity Research Centers, and

WHEREAS, March of Dimes is committed to mobilizing the nation by amplifying the voices of women and families, and

WHEREAS, more than 1 in 10 babies is born preterm each year in the state of Florida, representing 10.7% percent of all state births, and

WHEREAS, Florida received a grade of D+ on the 2024 March of Dimes Report Card, and

WHEREAS, in Florida, March of Dimes has worked extensively to improve the health of moms and babies across Florida through education, community programs, and advocacy, helping ensure every baby has a healthy start, and

WHEREAS, March of Dimes looks forward to partnering with the Town of Bay Harbor Islands in response to the continued maternal and infant health crisis, and

WHEREAS, the month of November is recognized as Prematurity Awareness Month and November 17 is recognized as World Prematurity Day to raise awareness of this crisis and

NOW THEREFORE, be it resolved that I, Isaac Salver, as Mayor and on behalf of the Town of Bay Harbor Islands, Florida, do hereby extend special recognition to March of Dimes and proclaim November 2025 as:

"NOVEMBER PREMATURITY AWARENESS MONTH"

_____

IN WITNESS THEREOF, I hereunto
Set my hand and cause the seal of the
Town of Bay Harbor Islands to be affixed
This 12th day of November 2025.

_____

ISAAC SALVER
MAYOR

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 5.

ITEM: Approval of Minutes for the following meeting dates: October 8, 2025 Regular Town Council Meeting, and October 14, 2025 Special Town Council Meeting.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	2025-10-08 Regular Town Council Meeting Minutes
2.	2025-10-14 Special Town Council Meeting Minutes

Town of Bay Harbor Islands

Town Council Meeting
MINUTES
October 8, 2025
7:00 PM
Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Vice Mayor Bruder called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver (arrived at 7:35 p.m.), Vice Mayor Stephanie Bruder, Council Member Robert Yaffe, Council Member Eric Rappaport, Council Member Molly Diallo, Council Member Teri D'Amico and Council Member Joshua Fuller.

Also Present: Town Manager Lindsley Noel and Town Attorney Ahmand Johnson.

Special Presentations:

1. Special Presentation by County Commissioner Micky Steinberg.

County Commissioner Steinberg was unable to attend the meeting.

Requests for Withdrawals, Deferments and Future Agenda Items:

Council Member Fuller pulled item 13 (Discussion and Possible Action to approve the Letter of Intent (LOI) and enter into a lease agreement with Church by the Sea for property located at 1045 95th Street, Bay Harbor Islands, FL. Placed on the agenda for discussion by Town Manager Lindsley Noel) and item 29 (Discussion and possible action to authorize the Town Manager to expend an amount not to exceed $200,000 for the build-

out and necessary improvements of the Town's office space located at 1045 95th Street. This funding will support construction, furnishing, and related costs required to make the space operational and suitable for municipal use. Sponsored by Town Manager Lindsley Noel). He directed the Town Attorney to have the lease agreement to the Town Council and Town administration by October 10, 2025, in order to schedule a special town council meeting to discuss the item.

Mayor Salver pulled Item 4 (A Resolution to enter into an agreement with Pay by Phone), Item 10 (Request for approval to Piggyback on the City of Plantation contract for Micro Transit Program) and Item 11 (Authorize renewal of consulting agreement with Caballero Fierman Llerena & Garcia, LLP, for financial audit support services for the fiscal year ending September 30, 2025).

Town Manager's Report:

Town Manager Noel provided his report and spoke regarding the following upcoming events in Town: Senior Outing to Fruit and Spice Park on October 12th. Mammogram on Wheels at the Community Center on October 14th from 8 a.m. to 3 p.m. Senior Social Bingo Night on October 16th at 6 p.m. Town Concert Series on October 19th at 7 p.m. at 95th Street. National Night Out/Expo with Police on October 23rd from 6 p.m. to 8 p.m. Shred-A-Thon at Haulover Park on October 26th from 10 a.m. to 2 p.m. Florida DMV Mobile at the Community Center on October 27th from 10 a.m. to 2 p.m. Annual Doggie Parade on November 2nd from 3 p.m. to 4 p.m. Veterans Day Ceremony on November 11th at 9 a.m. All items will be promoted across the Town's website, social media, newsletter, and message boards.

The Manager also spoke regarding a meeting he had with Council Member Fuller and the U.S. Department of Transportation at the White House to advocate for Broad Causeway Bridge grant funding.

He stated that the RFQ for Design Criteria Package for the new Town Hall is being finalized with outside counsel. A needs analysis will commence with staff outreach regarding the RFP for architectural services. Broad Causeway "grassroot" bridge repair design is at approximately 90 percent, with plan completion targeted for October 10, 2025. Ejector Station at 9000 block and Broadview Terrace design is complete and construction awarded, with construction anticipated to commence within a month. Kayak Park design is complete and in committee stage with construction expected to begin soon. Stormwater pump project along 93rd to 96th Streets is targeting 100 percent design by November 2025, to be followed by construction procurement.

He introduced Adrian Hernandez as the new Parks and Recreation Director. He also mentioned that Alexander Garcia is now formally recognized as the Town's Building Official.

He stated that the new photo-enforced school zone warning period began September 25 and ends October 26, 2025, after which full enforcement begins for speeds more than ten miles per hour over the posted limit.

He stated that Bay Harbor Islands is currently ranked the 5th safest city in Florida per a review of FBI crime data reported by GOBankingRates/Yahoo Finance. The Manager thanked the Police Department and the community.

Council Reports:

Council Member D'Amico congratulated staff on the safety ranking and requested a branding standards package (signage, logo usage) from the marketing firm. She provided an update on 92nd Street Park progress and welcomed the Parks and Recreation Director. She requested a traffic study update and asked about the comprehensive plan workshop timing. She requested clarity on the Kayak Park scope, dock design timing, and parking configuration. She expressed concern that the current plan under-invests in the gateway park aesthetic.

Council Member Yaffe congratulated the Police Chief and welcomed the Parks and Recreation Director. He raised concerns about the West Drive playground safety and requested a remediation plan within approximately 30 to 45 days. He noted his attendance at the Miami-Dade County League of Cities and the upcoming Florida League of Cities Policy Committee meeting.

Council Member Fuller summarized the federal advocacy meetings on the bridge, participation in League policy work, and reiterated support for safety and staffing recognitions.

Vice Mayor Bruder echoed congratulations on the safety ranking, welcomed staff and highlighted support for PTA "Trunk or Treat". She asked for removal of stored materials at the Pier Park area and requested issuance of an RFQ for employee health insurance agent/broker options for Council consideration at the next agenda. She reminded residents to take extra safety precautions on Halloween.

Public Comments:

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. 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 five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion

of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any

The following individuals from the public spoke:

John Corral expressed significant concerns about ongoing code issues near an active construction site including allegations of open drug/alcohol use and unsanitary sidewalk conditions.

Police Chief Alvarez reported multiple patrol checks with no observed violations and requested immediate sharing of any photos.

Vice Mayor Bruder directed coordination with Police Chief and Code Enforcement.

The Town Manager reported that a contemporaneous stop-work order was issued for that site.

Kathleen Kennedy commended Town staff's professionalism. She raised concerns regarding Indian Creek landscaping debris and barge operations impacting Town waterways. She complained about construction worker parking practices. She requested increased supervision and enforcement coordination with neighboring jurisdictions.

Fran Neuhut raised concerns about nonconforming uses in the business district and enforcement parity. She cited children's safety issues near pipes and alleys. She alleged special treatment for certain businesses and urged stricter adherence to code and transparency.

Former Mayor Linda Zilber (via Zoom) offered greetings and thanked the Police Department.

Minutes:

2. Approval of Minutes for the following meeting dates: January 8, 2025 Town Council Meeting, February 20, 2025 Town Council Meeting, March 5, 2025 Town Council Meeting, April 9, 2025 Organizational Meeting, April 9, 2025 Town Council Meeting, May 14, 2025 Town Council Meeting, June 11, 2025 Town Council Meeting, June 17, 2025 Town Budget Workshop Meeting, July 29, 2025 Town Budget Workshop Meeting, August 13, 2025 Town Council Meeting, September 11, 2025 First Budget Hearing Meeting, September 11, 2025 Town Council Meeting, September 25, 2025 Final Budget Hearing Meeting and September 25, 2025 Town Council Meeting.

A motion was made by Vice Mayor Bruder to approve the minutes for the following meeting dates: January 8, 2025 Town Council Meeting, February 20, 2025 Town Council Meeting, March 5, 2025 Town Council Meeting, April 9, 2025

Organizational Meeting, April 9, 2025 Town Council Meeting, May 14, 2025 Town Council Meeting, June 11, 2025 Town Council Meeting, June 17, 2025 Town Budget Workshop Meeting, July 29, 2025 Town Budget Workshop Meeting, August 13, 2025 Town Council Meeting, September 11, 2025 First Budget Hearing Meeting, September 11, 2025 Town Council Meeting, September 25, 2025 Final Budget Hearing Meeting and September 25, 2025 Town Council Meeting, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Rappaport absent.

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.)*

A motion was made by Vice Mayor Bruder to approve the consent agenda minus the pulled items (Item 4 (A Resolution to enter into an agreement with Pay by Phone), item 10 (Request for approval to Piggyback on the City of Plantation contract for Micro Transit Program) and item 11 (Authorize renewal of consulting agreement with Caballero Fierman Llerena & Garcia, LLP, for financial audit support services for the fiscal year ending September 30, 2025), seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Rappaport absent.

3. Discussion and Approval of a Resolution to adopt the Miami-Dade County Local Mitigation Strategy (LMS) Plan. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TO ADOPT THE MIAMI-DADE COUNTY 2025 LOCAL MITIGATION STRATEGY (LMS); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

Approved on consent.

4. A Resolution to enter into an agreement with Pay by Phone. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE

APPROVAL OF THE COOPERATION AND SERVICE AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND PAYBYPHONE US INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Mayor Salver stated that he pulled the item after reviewing the agreement and having a brief conversation with the Town Manager and the Finance Director. He wanted to confirm whether there were monthly charges listed on the back of Schedule Appendix A, which appeared to outline the final few recurring fees. He asked whether it had been determined if the Town is responsible for paying those monthly fees.

Finance Director Bryan stated that the Town is not paying those fees. He clarified that the charges listed are for optional services that the Town did not request.

A motion was made by Vice Mayor Bruder to approve the resolution, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Rappaport absent.

5. Consideration and Approval of a resolution approving the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach (“CMB”), North Bay Village (“NBV”), the Town of Bay Harbor Islands (“TBHI”), the Town of Surfside (“TS”), Bal Harbour Village (“BHV”), and the Miami Beach Chamber Education Foundation, Inc. (“MBCEF”) (collectively, the “Parties”), to provide for funding and for the implementation of a Nurse Initiative for the school year 2025-2026, at a pro rata share of $10,140. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 8 TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2025/2026 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

Approved on consent.

6. Consideration and Approval of a resolution of the Town council of the Town of Bay Harbor Islands approving memorandums of understanding with the School Board of Miami-Dade County and with the Town of Surfside and Village of Bal Harbour for School Resource Officers at Ruth K. Broad. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING MEMORANDUM OF UNDERSTANDING WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND WITH THE TOWN OF SURFSIDE AND VILLAGE OF BAL HARBOUR FOR SCHOOL RESOURCE OFFICERS AT RUTH K. BROAD; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING EXECUTION OF THE AGREEMENTS; AND SETTING AN EFFECTIVE DATE

Approved on consent.

7. Consideration and Approval of a resolution approving property insurance policy for the Shepard Broad Causeway Bridge from Lloyds of London and Starstone Specialty Insurance Company, for a term beginning October 1, 2025, to September 30, 2026, with a total premium not to exceed $425,658.00. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RENEWING BRIDGE PROPERTY INSURANCE FOR THE SHEPARD BROAD CAUSEWAY FOR FISCAL YEAR 2025-2026, WITH LLOYDS OF LONDON AND STARSTONE SPECIALTY INSURANCE COMPANY; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

Approved on consent.

8. Consideration and Approval of a resolution approving a proposal from Florida Municipal Insurance Trust (Florida League of Cities) for Property & Casualty and Workers Compensation Insurance for the 2025-2026 Fiscal Year, in the amount of $775,967. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RENEWING PROPERTY & CASUALTY LIABILITY AND WORKERS COMPENSATION

INSURANCE FOR FISCAL YEAR 2025- 2026 WITH FLORIDA MUNICIPAL INSURANCE TRUST (FMIT); PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE

Approved on consent.

9. **Consideration** and **Approval** of a resolution approving Cigna Healthcare to provide health and MetLife to provide dental, vision insurance and to provide life, disability, and Accidental Death & Dismemberment insurance for town employees for Fiscal Year 2025-2026. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPROVING CIGNA TO PROVIDE HEALTH AND DENTAL INSURANCE AND METLIFE TO PROVIDE LIFE, DISABILITY AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR TOWN EMPLOYEES FOR FISCAL YEAR 2025-2026; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENT OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

Approved on consent.

10. Request for approval to Piggyback on the City of Plantation contract for Micro Transit Program. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT FOR MICRO TRANSIT PROGRAM – TERM CONTRACT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE BEE FREE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Council discussed aligning service hours with the City of Plantation's model to better support evening trips and weekends, while considering morning medical appointments of residents.

Town Manager Noel and Finance Director Bryan recommended obtaining hourly usage data from Freebee to inform final hours.

Council deferred the item for one month pending a usage analysis and potential service hour adjustment. They spoke regarding staying with two vehicles and consider future expansion to three vehicles contingent upon grant.

11. Authorize renewal of consulting agreement with Caballero Fierman Llerena & Garcia, LLP, for financial audit support services for the fiscal year ending September 30, 2025. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, EXERCISING THE OPTION FOR CABALLERO FIERMAN LLERENA & GARCIA, LLP TO PROVIDE FINANCIAL SUPPORT SERVICES FOR THE TOWN'S FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENTS OR RELATED DOCUMENTS; AND SETTING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Mayor Salver explained that this item involves the consulting agreement with the CPA firm Caballero, Fierman, Llerena & Garcia. He clarified that the firm is not the Town's auditor but has been engaged to provide consulting and accounting services, primarily to prepare the Town's books and records for the annual audit. He asked staff to confirm the amount paid for the Town's audit for the fiscal year ending September 30, 2025.

Finance Director Bryan stated he did not have those numbers at this time, but he will research it.

Mayor Salver stated that a few items in the agreement caught his attention. He noted that the proposed amount of $162,000 could potentially fund a full-time, high-level employee who could assist staff in ensuring that the Town's financial schedules are audit ready. He further observed that the engagement letter appeared somewhat top-heavy, referencing significant time allocations for partner, manager, supervisor, and staff levels.

After a brief discussion with Finance Director Bryan, Mayor Salver stated that they both agreed the primary shortfall in the Accounting Department's capacity appears to be at the supervisory or staff level. He suggested that by retooling the contract and engagement letter to better align with these needs, the Town might save tens of thousands of dollars.

Mayor Salver also emphasized that Caballero, Fierman, Llerena & Garcia is not the Town's audit firm but rather a consulting accounting firm that prepares the work papers for the Town's audit performed by CBIZ. He noted that last year, including a special project, the Town paid the firm nearly $300,000.

Council Member Yaffe stated that, based on his understanding, the Town experienced significant turnover in the Finance Department last year. As a result, some of the staff responsible for assisting the auditors may not have been fully qualified to do so, which led to the engagement of the consulting firm. He further noted that CFO Tony is new this year, and the Town may need some additional outside assistance—hopefully on a temporary basis—to ensure a smooth audit process. He agreed with Mayor Salver's concern regarding the $160,000 cost of the engagement and stated that, ideally, with a qualified in-house finance professional, the Town could reduce or eliminate the need for such external consulting services in the future.

Mayor Salver recommended that the Town consider authorizing staff to renegotiate the engagement letter in an effort to reduce costs—potentially saving tens of thousands of dollars—while obtaining more of the specific type of assistance needed. Rather than having two managers and supervisors assigned, he suggested that the consulting firm could instead provide two or three staff-level employees and one supervisor to complete most of the initial work. The manager and partner could then review and sign off on the final product.

Council discussed scope and cost effectiveness of the consulting engagement to prepare audit workpapers.

A motion was made by Vice Mayor Bruder to approve the resolution and authorize the Town Manager and Finance Director to renegotiate the engagement to reduce partner/manager hours, emphasize supervisory and staff support, and execute or reject up to a not-to-exceed amount, with an aim to save tens of thousands of dollars and align support with current departmental bandwidth, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Council Member Rappaport absent.

12. Discussion and possible action approving a resolution to enter into an agreement with Civic Smart for license plate readers. Sponsored by Vice Mayor Stephanie Bruder.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT BY AND BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND CIVICSMART TECHNOLOGIES, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

Deferred Items:

13. Discussion and Possible Action to approve the Letter of Intent (LOI) and enter into a lease agreement with Church by the Sea for property located at 1045 95th Street, Bay Harbor Islands, FL. Placed on the agenda for discussion by Town Manager Lindsley Noel.

> **A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A LEASE BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND 1045 95TH STREET, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Council Member Fuller deferred the item to the following week's special council meeting.

14. Discussion and possible action regarding an agreement between SBC USA, LLC and the Town to utilize space on the south side of Causeway Island for the transfer of debris. Sponsored by Vice Mayor Stephanie Bruder.

> **A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE SHORT TERM LEASE AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND 40 ICIR, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Council Member Fuller deferred the item to the upcoming special council meeting.

Public Hearing:

15. Discussion for the purpose of hearing public comments with respect to an application for a variance from Section 23-12(15)(a)(iii) of the Town Code to allow encroachments into the required street-side setback on a non-waterfront single-

family property, where the Code does not permit any encroachments. The applicant is requesting two variances: the first to allow the construction of a flat roof with a total width of 18 feet 2 inches, of which 15 feet would encroach into the street-side setback; and the second to allow the construction of a second-floor balcony with a total width of 9 feet 4 inches, which would project 6 feet 2 inches into the same setback. Both proposed structures exceed the allowable building envelope and therefore require approval of the variance in order to proceed. The application is being submitted by the property owner Brian and Brittany Riemer for the property located at 9625 Broadview Drive, Bay Harbor Islands, Florida.

This item was heard in conjunction with item 16.

Town Manager Noel read the title of the item into the record.

Mayor Salver opened the floor to public comments for both items 15 and 16.

The following individuals from the public spoke:

Fran Neuhut expressed concern about ongoing flooding throughout Town, arguing that additional construction and setback reductions could worsen drainage problems. She asked the Council to prioritize infrastructure upgrades.

Mayor Salver closed the floor to public comments.

16. Approval or Denial of a variance request for the property located at 9625 West Broadview Terrace. 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 office (5) Council Members are 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.

Town Manager Noel read the title of the item into the record.

This item was heard in conjunction with item 15:

Applicant Reimer presented site plans, renderings, and photographs describing the requested variances for a covered terrace encroaching 15 feet and a second-floor balcony encroaching 6 feet 2 inches into the required setback. The applicant explained that the property has two front yards — one facing Broadview Terrace and another Kane Concourse — creating a unique hardship under the zoning code. The proposed encroachments were described as minor and architecturally consistent with neighboring properties.

Town Manager Noel and Planning Director Belle confirmed that properties on Kane Concourse are subject to a 40-foot front yard setback and that corner lots effectively have two front yards, validating the hardship.

Council Members expressed support for the applicant's request, citing fairness and neighborhood consistency.

Council Member D'Amico called the request reasonable and within the spirit of the code.

Vice Mayor Bruder noted that the hardship was legitimate, not a self-created issue.

Council Members Fuller and Yaffe emphasized the Town's duty to recognize structural challenges unique to certain lots while maintaining aesthetic standards.

Council Members Yaffe and Fuller acknowledged her concerns and described ongoing drainage improvements, including installation of injection wells and backflow preventers.

A motion was made by Council Member Yaffe to approve the variance request, seconded by Council Member Diallo. The motion carried with a 6-0 vote with Council Member Rappaport absent.

Ordinances on Second Reading:

17. Consideration and approval of an Ordinance on Second Reading Amending Section 23-5 of the Town Code for the B-1 Business District to remove automobile showrooms for display and sales from the list of prohibited uses, thereby allowing them as a permitted use. Sponsored by Vice Mayor Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PERMITTED USES IN THE B-1 BUSINESS DISTRICT TO INCLUDE AN AUTOMOBILE SHOWROOM FOR DISPLAY AND SALES AND PROVIDING REGULATIONS WITH RESPECT THERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Christine Forrest supported the ordinance, saying the Aston Martin showroom would enhance Town prestige.
Kathleen Kennedy opposed, citing potential traffic impacts.
Fran Neuhut argued that the ordinance contradicted the intent of existing zoning by creating new mixed-use conflicts.
Dave Sanchez also opposed, warning it could lead to additional car-related businesses.

Mayor Salver closed the floor to public comments.

Council Member Fuller stated that the revision, received a couple of hours ago, is the one on the dais and the one they will be discussing. He stated that it was completed and distributed just a few hours earlier. He clarified that, while they don't fully support the project being located on Kane Concourse, they acknowledge that the applicant made significant efforts to meet the council's requirements and restrictions. The latest version discussed includes nearly all requested changes. He stated that in number 17 where it says thrift shops or stores selling secondhand merchandise, pawn stores, gas stations, the applicant had removed the words for sale, for leasing and for display. He stated he would like that language put back in and instead say "other than pursuant to Section 5b of this section or of Section 23-5 and then continue with the rest of the language. If these changes are not made, it will allow potentially for a car rental agency to sneak back in. These changes are to be added to the current version that was placed on the dais.

Vice Mayor Bruder objected to receiving the final draft hours before the meeting, citing lack of sufficient review time.

Council Member Yaffe agreed that the process was flawed but found the edits minor and clarifying.

Council Member D'Amico supported adoption, describing the changes as technical and non-substantive.

Mayor Salver stated the ordinance advanced long-term goals to revitalize Kane Concourse retail activity.

Attorney Neisen Kasden, representing the applicant, confirmed that the showroom would function as a luxury retail experience — not a dealership. He emphasized there would be no repairs, servicing, or test drives on Town property.

Art Murphy of Aston Martin elaborated that the space would display custom design options and branded merchandise only.

Council Member Fuller reiterated that no rentals, test drives, or mechanical work would be permitted.

Vice Mayor Bruder restated that late material submissions undermine transparency.

Town Attorney Johnson confirmed enforcement provisions for violations.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading as amended, seconded by Council Member Yaffe. The motion carried with 5-1 with Council Member Fuller voting in opposition and Council Member Rappaport absent.

18. Consideration and approval of an Ordinance on First Reading regarding a B-1 Med Spa. Vice Mayor Stephanie Bruder and Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO THE LAND USES PERMITTED OR PROHIBITED IN THE B-1 BUSINESS DISTRICT; AMENDING SECTION 23-5 OF THE ZONING AND PLANNING CODE TO MODIFY THE LIST OF PERMITTED USES IN THE B-1 BUSINESS DISTRICT TO INCLUDE A MEDICAL SPA; DEFINING MEDICAL SPA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Fran Neuhut spoke against the item stating the Council is again approving non-conforming uses.

Mayor Salver closed the floor to public comments.

A motion was made by Council Member Yaffe to approve the ordinance on second reading, seconded by Vice Mayor Bruder. The motion carried with 6-0 vote with Council Member Rappaport absent.

19. Consideration and approval of an Ordinance on Second Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, the Town of Bay Harbor Islands employees retirement system, to provide an election for an increased contribution rate for members who are appointed to serve as Town Manager. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller and Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, AMENDING ARTICLE II, ELIGIBILITY AND MEMBER CONTRIBUTIONS TO PROVIDE AN ELECTION FOR AN INCREASED CONTRIBUTION RATE FOR MEMBERS WHO ARE APPOINTED TO SERVE AS TOWN MANAGER; AMENDING ARTICLE III, RETIREMENT DATES TO PROVIDE A NORMAL RETIREMENT DATE RELATED TO SAID ELECTION; AMENDING ARTICLE IV, RETIREMENT BENEFITS, TO PROVIDE A BENEFIT RATE RELATED TO SAID ELECTION; AMENDING ARTICLE PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

There were no public speakers.

Mayor Salver closed the floor to public comments.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading, seconded by Council Member Fuller. The motion carried with 6-0 vote with Council Member Rappaport absent.

20. Consideration and approval of an Ordinance on Second Reading of the Town Council of the Town of Bay Harbor Islands, Florida, amending Chapter 16, Article IV, Retirement Benefits, Section 16-40, Schedule, to increase the monthly retirement subsidy to $425. In accordance with the current collective bargaining agreement between the Town and the Bargaining representative of the Police Officers. Sponsored by Vice Mayor Stephanie Bruder, Council Member Teri D'Amico, Council Member Joshua Fuller, and Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 16, THE TOWN OF BAY HARBOR ISLANDS EMPLOYEES RETIREMENT SYSTEM, ARTICLE IV, RETIREMENT BENEFITS, SECTION 16-40, SCHEDULE, TO INCREASE THE MONTHLY RETIREMENT SUBSIDY TO $425.00 IN ACCORDANCE WITH THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE BARGAINING REPRESENTATIVE OF THE POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

There were no public speakers.

Mayor Salver closed the floor to public comments.

Mayor Salver asked Town Manager Noel when was the last time the subsidy amount changed.

Town Manager Noel stated that it was over two years ago. He stated that there was a collective bargaining agreement that stated that the officers were at $375.00 subsidy when it should have been $425.00 subsidy.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading, seconded by Council Member Fuller. The motion carried with 6-0 vote with Council Member Rappaport absent.

21. Consideration and approval of an Ordinance on Second Reading Amending Section 23-80 of the Town Code for to establish survey requirements for new construction, additions, and site modifications. Sponsored by Vice Mayor Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; ADDING SECTION 23-80 THROUGH SECTION 23-82 TO THE ZONING AND PLANNING CODE TO REQUIRE THE SUBMISSION OF A SURVEY PRIOR TO THE ISSUANCE OF CERTAIN DEVELOPMENT PERMITS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION;

PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

There were no public speakers.

Mayor Salver closed the floor to public comments.

Mayor Salver asked how often the Town can request a survey and as it pertains to setbacks as well.

Town Planner Belle stated that the survey in question is a boundary survey, which will indicate the setbacks from the property line to the wall of the building. In addition, the survey will identify any drainage considerations related to site improvements. For example, any structure such as a pool or concrete slab exceeding 100 square feet is required to include a drainage survey showing how stormwater will flow on the property. If the drainage pattern does not provide adequate flow, the survey will typically be reviewed by an engineer, and a retaining wall may be required to ensure proper drainage and compliance with regulations.

Mayor Salver thanked staff for the clarification and inquired about how compliance is monitored during construction — specifically, how it is ensured that when the shell of a building is being constructed, the structure does not exceed the permitted height and that it adheres to the required setback, such as for a 75-foot building.

Town Planner Belle stated that would take place during the inspection period.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading, seconded by Council Member Yaffe. The motion carried with 5-0 vote with Council Member Diallo absent at the time the vote was recorded and Council Member Rappaport absent.

22. Consideration and approval of an Ordinance on Second reading regarding construction parking. Sponsored by Vice Mayor Stephanie Bruder and Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF

CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-5 PERTAINING TO PARKING AT CONSTRUCTION SITES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

There were no public speakers

Mayor Salver closed the floor to public comments.

Council Member Fuller noted that the issue raised in the previous meeting has not yet been addressed. The main portion of the proposed amendment, is intended to ensure that construction workers do not park on-site and are instead either bussed in or utilize designated off-site parking areas. However, the current language states that *"construction workers shall be permitted only on the designated project site,"* followed by *"off-site parking or the leasing of alternative parking locations is strictly prohibited."* This wording contradicts the intended policy. The intent is to allow off-site parking only if it is located outside the town limits and to prohibit parking within the town.

Council Member Yaffe stated that the section later states that construction workers *shall be transported*, which directly contradicts the earlier prohibition on off-site parking. He stated that the language should explicitly state that *off-street parking within the town is strictly prohibited.*

Council Member Fuller stated the same clarification should be added to other relevant portions of the section. Specifically, where it states that *construction workers shall be permitted only on the designated project site,* it should also specify that workers may be transported from approved off-site locations outside the town. This will ensure the section accurately reflects the intent and removes ambiguity.

Council Member D'Amico asked if they could pay for parking.

Council Member Fuller stated the Town does not want to allow that and explained the process to Council Member D'Amico.

A motion was made by Council Member Yaffe to approve the ordinance on second reading, seconded by Vice Mayor Bruder. The motion carried with 6-0 vote with Council Member Rappaport absent.

23. Consideration and approval of an Ordinance on Second Reading Amending Section 5.17 of the Town Code entitled "Garage and Carport Elevation and Enclosure Requirements"**.** Sponsored by Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY REVISING SECTION 5-17 PERTAINING TO MATERIALS USED FOR GARAGES OR CARPORTS AND GARAGE AREA LIMITATIONS FOR SINGLE-FAMILY HOMES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

There were no public speakers.

Mayor Salver closed the floor to public comments.

A motion was made by Council Member Yaffe to approve the ordinance on second reading, seconded by Vice Mayor Bruder. The motion carried with 6-0 vote with Council Member Rappaport absent.

24. Consideration and approval of an Ordinance on Second Reading incorporating Fats, Oils, and Grease (FOG) Regulations. Sponsored by Vice Mayor Stephanie Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO REGULATE THE DISCHARGE OF FATS, OILS, GREASE AND HAIR INTO THE TOWN'S WASTEWATER AND STORMWATER SYSTEMS; IMPOSING PENALTIES, COSTS AND OTHER SANCTIONS AGAINST

VIOLATORS; ADDING A SECTION TO CHAPTER 13 OF THE TOWN'S CODE OF ORDINANCES; ADDING AN ARTICLE TO CHAPTER 25 OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Fran Neuhut spoke in support of this ordinance.

Mayor Salver closed the floor to public comments.

Building Official Garcia explained what this ordinance would be accomplishing.

Town Manager Noel explained this ordinance will provide them with the authority to charge them for violations.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading, seconded by Council Member Yaffe. The motion carried with 6-0 vote with Council Member Rappaport absent.

25. Consideration and Approval of an Ordinance on Second Reading Permit Expiration and Progress Regulations. Sponsored by Vice Mayor Stephanie Bruder and Council Member Robert Yaffe.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES TO ESTABLISH REGULATIONS TO LIMIT THE DURATION OF PERMITS ISSUED BY THE TOWN FOR CONSTRUCTION OR DEVELOPMENT; PROIVIDING FOR EXTENSIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR APPEALS; PROVIDING FOR FINES AND OTHER SANCTIONS; ADDING A SECTION TO CHAPTER 5, ARTICLE I OF THE TOWN'S CODE OF ORDINANCES; RENUMBERING OTHER SECTIONS OF CHAPRER 5, ARTICLE I OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER;

PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

There were no public speakers.

Mayor Salver closed the floor to public comments.

Mayor Salver asked Compliance Manager Merizalde how local or municipal governments can enforce this and how it relates to what the State Statutes says regarding these types of permit extensions. He asked if this ordinance would be sufficient and he confirmed that if it is preempted by state law, we would go by what the State says.

Compliance Manager Merizalde stated yes.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading, seconded by Council Member D'Amico. The motion carried with 6-0 vote with Council Member Rappaport absent.

26. Consideration and Approval of an Ordinance on Second Reading Amending Sections 20-5 and 20-6 of the Town Code adopting Miami-Dade County's water service pass-through increase effective October 1, 2025. Sponsored by Town Manager Lindsley Noel.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO $6.41 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO $29.77; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

There were no public speakers.

Mayor Salver closed the floor to public comments.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading, seconded by Council Member Yaffe. The motion carried with 6-0 vote with Council Member Rappaport absent.

27. Consideration and Approval of an Ordinance on Second Reading Amending Section 20-9 of the Town Code adopting Miami-Dade County's sewer service pass-through increase effective October 1, 2025. Sponsored by Town Manager Lindsley Noel.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 20-9 OF THE TOWN CODE TO INCREASE THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE FOR RESIDENTIAL USERS TO $34.43 AND $13.17 RESPECTIVELY; TO INCREASE THE MONTHLY BASE CHARGES FOR NON-RESIDENTIAL USERS IN ACCORDANCE WITH THE SCHEDULE PROVIDED HEREIN, AND TO INCREASE THE MONTHLY FLOW CHARGES FOR NON-RESIDENTIAL USERS TO $13.17; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

There were no public speakers.

Mayor Salver closed the floor to public comments.

Council Member Fuller stated to the public that this is a pass through and the numbers are dictated by the City of Miami Beach and not the Town. He expressed significant concern regarding the current situation and stated that the Town is reviewing possible options to address the issue. In the meantime, there are limited alternatives available. He also reminded residents that if a property has only one water line and does not currently have a secondary meter — for example, a meter dedicated to irrigation — it is strongly recommended to have one installed. A

secondary meter ensures that water used for irrigation is not charged for sewer usage, resulting in substantial cost savings on utility bills. Residents were encouraged to take advantage of this option if they have not already done so.

Mayor Salver stated for the record that he is aware that the Town has had several conversations and he has met with the regional mayors regarding this particular matter.

Town Manager Noel spoke regarding the current pass-through rate. It was noted that the Town has an existing agreement with the City of Miami Beach. This agreement is set to automatically renew in November 2025 for an additional five-year term. The recommendation at this time is not to take any action prior to the renewal date.

A motion was made by Vice Mayor Bruder to approve the ordinance on second reading, seconded by Council Member D'Amico. The motion carried with 6-0 vote with Council Member Rappaport absent.

Ordinances on First Reading:

28. Consideration and approval of an Ordinance on first reading creating Chapter 2, Article III for "Lobbyist Registration Fee". Sponsored by Town Manager Lindsley Noel.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; ADDING CHAPTER 2, ARTICLE III TO THE TOWN CODE OF ORDINANCES TO PROVIDE FOR LOBBYIST REGISTRATION AND FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

There were no public speakers.

Mayor Salver closed the floor to public comments.

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Vice Mayor Bruder. The motion carried with 6-0 vote with Council Member Rappaport absent.

Town Manager Items:

29. Discussion and possible action to authorize the Town Manager to expend an amount not to exceed $200,000 for the build-out and necessary improvements of the Town's office space located at 1045 95th Street. This funding will support construction, furnishing, and related costs required to make the space operational and suitable for municipal use. Sponsored by Town Manager Lindsley Noel.

Council Member Fuller deferred the item to the upcoming special council meeting.

Discussion Items:

30. Discussion and possible action regarding a sales center extension at 1170 Kane Concourse. Sponsored by Town Manager Lindsley Noel.

Town Manager Noel read the title of the item into the record.

A motion was made by Council Member Yaffe for discussion purposes, seconded by Council Member D'Amico.

Applicant representative Mr. Valdez requested an 18 month extension for a real estate sales center with seven units remaining.

Town Manager Noel and Compliance Manager Evelyn Merizalde stated that the prior approval and Business Tax Receipt expired in February 2025, with daily fines accruing since June 13, 2023.

Council Members Fuller and Yaffe directed that any extension be conditioned on full payment or mitigation of outstanding fines through the Special Magistrate process before the approval becomes effective.

Vice Mayor Bruder suggested a voluntary $10,000 contribution to support the Town's Art Festival children's area as a gesture of goodwill.

Mr. Valdez stated that he would have to consult with his client.

After discussion with his client, Mr. Valdez returned to the Council and agreed to a donation of $5,000 to support the Town's Art Festival children's area; a 12 month extension of the sales center and if all units are sold prior to the 12 months, they will vacate the sales center within 30 days.

A motion was made by Council Member Yaffe to approve the extension of the sales center contingent on the following conditions: full payment or mitigation of outstanding fines through the Special Magistrate process; $5,000 to support the Town's Art Festival children's area; a 12 month extension of the sales center and

if all units are sold prior to the 12 months, they will vacate the sales center within 30 days, seconded by Council Member D'Amico. The motion carried with a 6-0 vote with Council Member Rappaport absent.

31. Request for approval of an extension of a temporary Sales Center, 1177 Bay Harbor Islands, LLC, in connection with the development of a mixed-use development under construction on the northeast corner of Kane Concourse and West Bay Harbor Drive (1177 Kane Concourse). The applicant is requesting the Sales Center located at 1160 Kane Concourse until September 30, 2025. Placed on the agenda for discussion by Town Manager Lindsley Noel.

Town Manager read the title of the item into the record and corrected the request for extension is until December 31, 2025. It was a scrivener's error on the title of the item.

Graham Penn, representing the applicant requested a short extension through December 31, 2025, citing that the project discussed in June of the previous year has experienced construction delays, preventing full enclosure of the commercial portion of the building. This delay has, in turn, postponed the relocation of the sales center across the street. He stated that the team still anticipates obtaining a Temporary Certificate of Occupancy (TCO) within the next few months, which would enable completion of sales activities earlier than originally projected.

Mr. Penn clarified that the April agreement between the developer and the Town included two primary components: 1) Sewer Improvements which the developer agreed to extend the sewer work beyond what was originally required under the initial development agreement. This work was initially estimated at $400,000, but costs have since increased to approximately $600,000. He emphasized that this figure reflects only the sewer improvements and is separate from the value of the park improvements included in the same agreement. He noted that the developer's investment in this infrastructure represents a significant public benefit and underscored their continued commitment to the Town. He stated that, with these additional efforts underway, the team believes that a modest three-month extension will allow the project to reach completion. By the beginning of the new year, the commercial space should be ready for leasing. Given the timing of the holiday season, he noted that the sales center is not expected to be highly active during this period. Accordingly, he formally requested an extension through the end of December for the continued operation of the sales center.

Mr. Penn also stated that he and Mr. Andres Mongado from Terra Group have been in communication with Mr. Corral, to address concerns raised regarding the project. He confirmed that Mr. Andres would be meeting with Mr. Corral tomorrow morning to continue discussions.

Mayor Salver asked Mr. Penn if he was aware that there was a gas line that was broken recently during the construction process.

Mr. Mongado stated that they were not aware of the incident but would follow up to obtain additional information. He stated that it is their understanding, the contractor has already connected all utilities, including the gas line, although the exact timing of that work was not immediately known.

Town Manager Noel stated to Mr. Mongado that there was a recent gas leak incident that occurred at the developer's building, noting that the building had to be temporarily evacuated. He explained that he had been informed of the situation by the Police Chief, who confirmed that the evacuation took place on Friday due to the gas leak.

Mayor Salver reiterated that a large portion of the Town was in lockdown due to that incident and movement of traffic was also affected.

Council Member Yaffe stated that his office is located on Kane Concourse near the project site and expressed strong concerns about the ongoing construction activities. He stated that this has been one of the most disruptive construction projects experienced in the town due to traffic blockages, worker supervision, noise and weekend work, cleanliness and debris, safety and quality of life for the residents. He stated that parents have raised ongoing concerns about traffic safety for the children walking to school.

Councilmember Fuller noted that a stop-work order had been issued earlier that day due to unauthorized exterior construction activity occurring outside permitted hours.

Town Manager Noel stated that they do have a meeting scheduled with 1177 to discuss exactly the concerns that the council and residents have brought to his attention.

Councilmembers expressed strong frustration with the developer and contractor regarding ongoing site management issues at the construction project. They raised key concerns which include the contractor's failure to remove materials placed on Town property, despite multiple prior requests. Persistent site cleanliness problems, including debris, nails, and garbage spreading into nearby areas. Damage to vehicles due to nails and poor cleanup practices. Prolonged use of Town property at the 96th Street corner for storage of construction materials, which was originally intended as a temporary measure but has continued for months.

Councilmembers emphasized that the project has demonstrated a lack of supervision, accountability, and respect for the community, and several indicated that they would not support the requested project extension unless the materials are removed immediately and site conditions substantially improved.

Mr. Mongado acknowledged the validity of many of the concerns. He explained that he joined the project approximately four and a half months ago and that there have been personnel changes, including the replacement of the former superintendent. He stated that the materials near the kayak park were scheduled to be removed by tomorrow.

Vice Mayor Bruder stated that the requested three-month extension should be contingent upon immediate and verifiable site cleanup and compliance with Town standards.

A motion was made by Vice Mayor Bruder to approve the extension of the sales center until December 31, 2025, seconded by Council Member D'Amico. The motion carried with a 5-1 vote with Council Member Yaffe voting in opposition and Council Member Rappaport absent.

Adjournment:

There being no further business to discuss before the council, a motion was made by Council Member Fuller, seconded by Council Member Yaffe to adjourn the meeting at 10:41 p.m.

Accepted this _____ day of _____, 2025.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Special Town Council Meeting
MINUTES
October 14, 2025
6:00 PM
Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Vice Mayor Bruder called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Vice Mayor Stephanie Bruder, Council Member Robert Yaffe, Council Member Molly Diallo, Council Member Teri D'Amico and Council Member Joshua Fuller.

Absent: Mayor Isaac Salver and Council Member Eric Rappaport

Also Present: Town Manager Lindsley Noel and Town Attorney Ahmand Johnson.

Public Comments:

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. 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 five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town

Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any

The following individuals from the public spoke:

Francis Neuhut expressed objections to several items on the agenda, alleging improper or nonconforming land uses involving Town properties and private developments. She raised concerns about the legality of leasing arrangements and possible environmental impacts relating to the Causeway Island site, asserting that certain approvals may constitute violations of constitutional rights.
Ree Kelly Stoppa voiced concern over rumors that Bay Harbor Islands might accept construction debris or garbage from Indian Creek. She strongly opposed any such arrangement and urged the Council to ensure the Town would not be used as a dumping ground. Ms. Kelly also discussed community engagement with cancer research initiatives at the University of Miami's Sylvester Comprehensive Cancer Center, encouraging Council participation in future public health events.

Deferred Items:

1. Discussion and Possible Action to approve the Letter of Intent (LOI) and enter into a lease agreement with Church by the Sea for property located at 1045 95th Street, Bay Harbor Islands, FL. Placed on the agenda for discussion by Town Manager Lindsley Noel.

   A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF A LEASE BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND 1045 95TH STREET, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

   Town Manager Noel read the title of the item into the record.

   Town Clerk Herbello read the title of the resolution into the record.

   Council Member Fuller summarized prior revisions to the draft lease. He noted that numerous amendments had been made following collaboration between Town and Church attorneys to address prior inconsistencies. He requested confirmation that the most recent redlined version incorporated all agreed changes.

   Town Attorney Johnson confirmed that the current draft reflected the latest revisions

Vie Mayor Bruder proposed inclusion of a first right of refusal clause should the Church decide to sell the property in the future. Discussion ensued regarding the legal feasibility and timing of such a provision.

Council Member D'Amico expressed concern about delaying execution of the lease, noting the Town's urgent need for improved facilities.

Vice Mayor Bruder clarified that her intent was not to delay but to formally request the opportunity for the Town to purchase the property if it were ever offered for sale.

Jason, Treasurer for the Church, stated that while the Church had no current intent to sell the property, he would present the suggestion to the Board of Directors for consideration.

Town Attorney Ahmad advised that any agreement concerning real property extending beyond one year must be in writing under the Florida Statute of Frauds, clarifying that a verbal understanding would not be legally binding.

Town Manager Noel concluded that staff would await formal response from the Church's Board and report back to the Council. The right-of-first-refusal discussion would not delay execution of the lease.

Council Member Fuller noted that the Church had negotiated in good faith and accepted several material revisions beneficial to the Town, including the removal of Town responsibility for HVAC replacement and clearer maintenance terms

A motion was made by Vice Mayor Bruder to approve this item, seconded by Council Member Diallo. The motion carried with a 5-0 vote with Mayor Salver and Council Member Rappaport absent.

2. Discussion and possible action to authorize the Town Manager to expend an amount not to exceed $200,000 for the build-out and necessary improvements of the Town's office space located at 1045 95th Street. This funding will support construction, furnishing, and related costs required to make the space operational and suitable for municipal use. Sponsored by Town Manager Lindsley Noel.

Town Manager Noel introduced the item.

Council Member Fuller and Council Member Yaffe supported the motion but emphasized fiscal discipline, requesting that project costs remain within budget and that any change orders be minimized.

A motion was made by Vice Mayor Bruder granting the Town Manager authorization to expend an amount not to exceed $200,000 for the build-out and necessary improvements of the Town's office space located at 1045 95th Street, seconded by Council Member Diallo. 5-0 vote with Mayor Salver and Council Member Rappaport absent.

3. Discussion and possible action regarding an agreement between SBC USA, LLC and the Town to utilize space on the south side of Causeway Island for the transfer of debris. Sponsored by Vice Mayor Stephanie Bruder.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE SHORT TERM LEASE AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND 40 ICIR, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Council Member D'Amico expressed strong opposition, citing potential environmental, traffic, and aesthetic concerns. She questioned the accuracy of the lease language, potential conflicts of interest, and the lack of finalized site plans.

Council Member Fuller responded that the lease required the tenant to obtain Town approval for all plans, traffic management, and police coordination prior to commencing operations. The Town would also retain authority to reject inadequate plans.

Attorney Nissim Kasden, representing SPC USA LLC, and Jerry Goodkin, company principal, stated that the project's intent was limited to short-term material transfer for a development in Indian Creek. They emphasized that only concrete and steel debris, not garbage, would be handled, and that no overnight storage or permanent structures were planned. They estimated approximately 15 barge trips per week, with hours limited to standard construction times.

Council Member Yaffe requested confirmation that barge operations would avoid peak traffic hours and that proper maintenance-of-traffic plans and environmental safeguards would be enforced.

Council Member Fuller clarified that the lease required pre- and post-project seawall inspections, paid for by the tenant, to ensure no damage to Town property. He also went through the blanks currently in the agreement and provided the information that had to be filled out.

Town Attorney Johnson further confirmed that the agreement required legal verification that the lease use complied with state and county waterfront regulations.

A motion was made by Vice Mayor Bruder to approve the resolution, seconded by Council Member Diallo. The motion carried with a 4-1 vote with Council Member D'Amico voting in opposition and Mayor Salver and Council Member Rappaport absent.

4. Request for approval to Piggyback on the City of Plantation contract for Micro Transit Program. Sponsored by Town Manager Lindsley Noel.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT FOR MICRO TRANSIT PROGRAM – TERM CONTRACT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND THE BEE FREE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Town Manager Noel presented ridership and cost data for the current Freebee service, noting an hourly operating cost of approximately $36.34 per vehicle.

Vice Mayor Bruder noted that morning ridership (7–9 AM) was relatively low and suggested maintaining current operating hours rather than expanding earlier service. She supported possible future expansion into evening hours based on demand.

Council Member Fuller recommended including flexibility within the contract to allow the Town to adjust operating hours in coordination with the vendor, without requiring a full contract amendment.

Council consensus was to maintain existing service hours and continue monitoring ridership trends.

A motion was made by Council Member Yaffe to approve the resolution, seconded by Vice Mayor Bruder. The motion carried with a 5-0 vote with Mayor Salver and Council Member Rappaport absent.

Adjournment:

There being no further business to discuss before the council, a motion was made by Vice Mayor Bruder, seconded by Council Member Fuller to adjourn the meeting at 7:01 p.m.

Accepted this _____ day of _____, 2025.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel M.Acc.	Town Manager
FROM:	Randy L. Daniel, P.E., PMP, CFM	Town Engineer/ Floodplain Administrator
CC:	Skip Miller, Esq Gerald Bryan Evelyn Herbello Sam Zamacona, E.I.	Town Attorney Finance Director Town Clerk CIP Director
DATE:	November 12, 2025	
SUBJECT:	Authorization to enter into a Local Agency Program (LAP) Agreement with FDOT to access State and Federal grant funds to design the Broad Causeway ICWW Bridge	

RECOMMENDATION

Staff recommend that Council approves the LAP Agreement with FDOT to access State and Federal Funds to offset some of the design costs associated with the design of the Broad Causeway Intra Coastal Waterway (ICWW) Bridge.

OBJECTIVES

Design a new bridge to replace the existing Broad Causeway Intra Coastal Waterway Bridge (Bridge # 875101), which is a 75-year-old bridge over the Intra Coastal Waterway.

PREAMBLE

The Florida Department of Transportation (FDOT) will oversee Federal and State grants in total amount of One Million Five Hundred Thousand Dollars ($1.5 M) to offset some of the design costs for the new Broad Causeway Intra Coastal Waterway Bridge. Of the total amount, $1.0 M is from State Funds and $0.5 M, is from Federal Funds.

The LAP Agreements provides the framework for the Town to comply with the requirements of the grants and to enable the Town to receive reimbursements up to full amounts of the State and Federal grants.

BACKGROUND

The Broad Causeway Intra Coastal Waterway Bridge was built in 1951 and because of its age, has been categorized as structurally deficient by FDOT, unsafe for non-motorized traffic, and has become extremely expensive to maintain to keep it open to all legal vehicular traffic loads. The bridge is currently posted for weight restrictions and must be replaced. The Town hired Atkin Realis to provide a PD&E study which is in the final stages of completion. The next step for the Town will be to hire a bridge design firm to design a new bridge and prepare a prepare a bid package to solicit construction bids to build the new bridge.

DISCUSSION

The Town requires $15.0 M to design the ICWW Bridge over the two fiscal years, and $8.5 M has been budgeted for fiscal year 2025-26. The balance of $6.5M is programmed for fiscal year 2026-27. A Request for Qualifications (RFQ) will be issued before the end of 2025 and will solicit responses from Bridge Design Engineers to submit design proposals to build the new bridge.

FINANCIAL ANALYSIS

$8.5 M budgeted in Fiscal Year 2025-2026.

ATTACHMENTS

LAP Agreement

Exhibit A

Exhibit B

Resolution

FPN: 452428-3-38-01	FPN: 452428-4-34-01	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: CD24	Fund: EM26	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:87-MIAMI-DADE Contract No:
Recipient Vendor No: F596000273009 Recipient Unique Entity ID (UEI) No: K1CKY81LR8M7

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Town of Bay Harbor Islands ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in TOWN OF BAY HARBOUR ISLANDS - BROAD CAUSEWAY BRIDGE REPLACEMENT, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 15,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 1,500,000.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☒ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Bay Harbor Islands

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 452428-3-38-01,452428-4-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Town of Bay Harbor Islands (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: The project is approximately 0.77 miles in length.The limits of the project extend from the Broad Causeway Island (25 53'19.41"N, 80 8'54.52"W) on the west side (25 53'11.30"N, 80 8'18.93"W) to east of West Broadview Drive.

PROJECT DESCRIPTION: The project involves the replacement of the Broad Causeway Bridge connecting the Town of Bay Harbor Islands(Town) with the City of North Miami, to the west and Bal Harbour and Surside to the east, within Miami-Dade County. The bridge is part of the Broad Causeway, a roadway classified as "Urban Minor Arterial". The new bridge will be a 65 ft. High-Level Fixed Bridge on a southern alignment that replaces the existing Broad Causeway Bridge and bridge approaches. The new bridge includes a 4-lane divided roadway with two, 11 ft. lanes in each direction separated by 4 ft. inside shoulders and a 2 ft. concrete barrier wall. The outside shoulders are 8 ft. wide, adjacent to concrete barrier walls. A 14 ft. shared-use path along the north side of the new bridge accommodates pedestrians and bicycles with a 1.5 ft. barrier wall to safely separate travel lanes and the path. The design and posted speed would be 30 miles per hour (mph), as it is today.
The new alignment would be located to the south of the existing bridge, allowing for traffic to be maintained along the existing bridge while the proposed bridge is constructed. Demolition of the existing bridge would be phased, so that traffic would be maintained within the existing corridor for most of the construction duration and progressively be transferred from the existing bridge to the new bridge. Emergency vehicles would have 24 hours a day, 7 days a week access to pass through the corridor for emergencies. The corridor would continue to be used as a Hurricane Evacuation Route during construction as it is today.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by 10/31/2025 (PD&E Study)
b) Design to be completed by 12/31/2027
c) Right-of-Way requirements identified and provided to the Department by NA
d) Right-of-Way to be certified by NA
e) Construction contract to be let by 06/01/2028

f) Construction to be completed by 06/01/2032

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Town of Bay Harbor Islands 1030 95th Street Bay Harbor Islands, FL 33154	452428-3-38-01 452428-4-34-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Local Program)	$ 9,500,000.00	$ 9,000,000.00	$ _____	$ 500,000.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 9,500,000.00	$ 9,000,000.00	$ 0.00	$ 500,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Design Phase State 34)				
FY: 2026 (ILocal Transportation Project)	$ 5,500,000.00	$ 4,500,000.00	$ 1,000,000.00	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 5,500,000.00	$ 4,500,000.00	$ 1,000,000.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 15,000,000.00	$ 13,500,000.00	$ 1,000,000.00	$ 500,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

RESOLUTION NO. 25XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH FDOT TO USE GRANT FUNDS TO OFFSET SOME OF THE COSTS ASSOCIATED WITH THE DESIGN OF THE BROAD CAUSEWAY INTRACOASTAL WATERWAY BRIDGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town has received State and Federal Grants in the total amount of $1,500,000 for the Broad Causeway Intra Coastal Waterway Bridge; and

WHEREAS, it has been determined that it is in the Town's best interest to use the Grants for the design of the new Broad Causeway Intra Coastal Water Way Bridge; and

WHEREAS, these Grants will be administered by the Florida Department of Transportation (the Department); and

WHEREAS, the Department has certified the Town of Bay Harbor Islands to perform all associated activities of the Federal-Aid Highway Program and has presented a Local Agency Program (LAP) Agreement between the Town and FDOT for execution; and

WHEREAS, the LAP Agreement describes the Department's participation in the Project, the terms and conditions upon which Department funds will be provided and sets forth the manner in which the Project will be undertaken and completed; and

WHEREAS, staff wishers to have the Agreement executed to access the Grant funds and believes that this is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED 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. Authorization of the Town Council. The Town Council authorizes the execution of the Local Agency Program (LAP) Agreement, for the Design of the Broad Causeway Intra Coastal Waterway Bridge.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 12th day of November 2025.

By: _____
Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, Town Clerk

APPROVED AS TO FORM:

_____
Greenspoon Marder, LLP
Town Attorneys
By: Skip Miller, Esq.

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel M.Acc.	Town Manager
FROM:	Randy L. Daniel, P.E., PMP, CFM	Town Engineer/ Floodplain Administrator
CC:	Skip Miller, Esq Gerald Bryan Evelyn Herbello Sam Zamacona, E.I.	Town Attorney Finance Director Town Clerk CIP Director
DATE:	November 12, 2025	
SUBJECT:	Authorization to enter into a Local Agency Program (LAP) Agreement with FDOT to access State and Federal grant funds to design the Broad Causeway ICWW Bridge	

RECOMMENDATION

Staff recommend that Council approves the LAP Agreement with FDOT to access State and Federal Funds to offset some of the design costs associated with the design of the Broad Causeway Intra Coastal Waterway (ICWW) Bridge.

OBJECTIVES

Design a new bridge to replace the existing Broad Causeway Intra Coastal Waterway Bridge (Bridge # 875101), which is a 75-year-old bridge over the Intra Coastal Waterway.

PREAMBLE

The Florida Department of Transportation (FDOT) will oversee Federal and State grants in total amount of One Million Five Hundred Thousand Dollars ($1.5 M) to offset some of the design costs for the new Broad Causeway Intra Coastal Waterway Bridge. Of the total amount, $1.0 M is from State Funds and $0.5 M, is from Federal Funds.

The LAP Agreements provides the framework for the Town to comply with the requirements of the grants and to enable the Town to receive reimbursements up to full amounts of the State and Federal grants.

BACKGROUND

The Broad Causeway Intra Coastal Waterway Bridge was built in 1951 and because of its age, has been categorized as structurally deficient by FDOT, unsafe for non-motorized traffic, and has become extremely expensive to maintain to keep it open to all legal vehicular traffic loads. The bridge is currently posted for weight restrictions and must be replaced. The Town hired Atkin Realis to provide a PD&E study which is in the final stages of completion. The next step for the Town will be to hire a bridge design firm to design a new bridge and prepare a prepare a bid package to solicit construction bids to build the new bridge.

DISCUSSION

The Town requires $15.0 M to design the ICWW Bridge over the two fiscal years, and $8.5 M has been budgeted for fiscal year 2025-26. The balance of $6.5M is programmed for fiscal year 2026-27. A Request for Qualifications (RFQ) will be issued before the end of 2025 and will solicit responses from Bridge Design Engineers to submit design proposals to build the new bridge.

FINANCIAL ANALYSIS

GL Line-Item Number: 401.5415.400063.000
Total Amount Budgeted: $8,500,000
Activity Amount: $0
Balance Remaining: $8,500,000

ATTACHMENTS

LAP Agreement

Exhibit A

Exhibit B

Resolution

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 8.

ITEM: Discussion and possible action to approve the FDOT LAP Agreement for the Bay Harbor Waterway Bridge Design. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

OBJECTIVES

Design a new bridge to replace the existing 67-year-old Bay Harbor Waterway Bridge (Bridge # 875102), over the Bay Harbor Waterway Canal.

PREAMBLE

The Florida Department of Transportation (FDOT) will oversee Federal grants in the amount of $525,520 to offset some of the design costs for the new Bay Harbor Waterway Bridge (Bridge # 875102). The total cost of the design is $700,693 and the Town's contribution is $175,173.

The LAP Agreements provides the framework for the Town to comply with the requirements of the grants and to enable the Town to receive reimbursements up to full amounts of the grant.

BACKGROUND

The Bay Harbor Waterway Bridge was built in 1958, and because of its age, has been categorized as structurally deficient by FDOT. In 2024 FDOT issued a National Bridge Inspection (NBI) rating of 4 for the bridge deck and superstructure. This rating translates to a "poor condition" of these structural elements. Any municipal bridge that receives an inspection rating below 5 (out of 10), is added to the Statewide Bridge Replacement list, thereby making it available for Federal and State Grant funding. This program has a federal funding cap of 75% on $5M contract, and the local municipality funds the remaining 25%.

Accordingly, the Bay Harbor Waterway Bridge (Bridge # 875102) was added to the Statewide Bridge Replacement list and funding has been assigned based on FDOT's estimate of the design and construction costs.

Staff have reviewed these estimates and agree that they appear to be reasonable.

DISCUSSION

A Request for Qualifications (RFQ) will be issued before the end of 2025 and will solicit responses from Bridge Design Engineers to submit design qualifications/proposals to build the new bridge.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
GL Line Item Number: 401.5415.400063.000
Total Amount Budgeted: $100,000
Activity Amount: $0
Balance Remaining: $100,000

The amount of $100,000 has been budgeted in fiscal 2025-26 for this Bridge.

The additional amount of $75,173 required to satisfy the Town's contribution of 25% will be appropriated in a budget amendment.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	STAFF MEMO LAP AGREEMENT BRIDGE # 875102
2.	LAP Agreeement
3.	Exhibit A
4.	Exhibit B
5.	RESOLUTION - LAP AGREEMENT BRIDGE # 875102

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel M.Acc.	Town Manager
FROM:	Randy L. Daniel, P.E., PMP, CFM	Town Engineer/ Floodplain Administrator
CC:	Skip Miller, Esq Gerald Bryan Evelyn Herbello Sam Zamacona, E.I.	Town Attorney Finance Director Town Clerk CIP Director
DATE:	November 12, 2025	
SUBJECT:	Authorization to sign a Local Agency Program (LAP) Agreement with FDOT, to use Grant funds to design a replacement bridge for the Bay Harbor Waterway Bridge	

RECOMMENDATION

Staff recommend that Council approves a LAP Agreements with FDOT to access grant money to offset some of the design costs associated with the design of the Bay Harbor Waterway Bridge.

OBJECTIVES

Design a new bridge to replace the existing 67-year-old Bay Harbor Waterway Bridge (Bridge # 875102), over the Bay Harbor Waterway Canal.

PREAMBLE

The Florida Department of Transportation (FDOT) will oversee Federal grants in the amount of $525,520 to offset some of the design costs for the new Bay Harbor Waterway

Bridge (Bridge # 875102). The total cost of the design is $700,693 and the Town's contribution is $175,173.

The LAP Agreements provides the framework for the Town to comply with the requirements of the grants and to enable the Town to receive reimbursements up to full amounts of the grant.

BACKGROUND

The Bay Harbor Waterway Bridge was built in 1958, and because of its age, has been categorized as structurally deficient by FDOT. In 2024 FDOT issued a National Bridge Inspection (NBI) rating of 4 for the bridge deck and superstructure. This rating translates to a "poor condition" of these structural elements. Any municipal bridge that receives an inspection rating below 5 (out of 10), is added to the Statewide Bridge Replacement list, thereby making it available for Federal and State Grant funding. This program has a federal funding cap of 75% on $5M contract, and the local municipality funds the remaining 25%.

Accordingly, the Bay Harbor Waterway Bridge (Bridge # 875102) was added to the Statewide Bridge Replacement list and funding has been assigned based on FDOT's estimate of the design and construction costs.

Staff have reviewed these estimates and agree that they appear to be reasonable.

DISCUSSION

A Request for Qualifications (RFQ) will be issued before the end of 2025 and will solicit responses from Bridge Design Engineers to submit design qualifications/proposals to build the new bridge.

FINANCIAL ANALYSIS

GL Line Item Number: 401.5415.400063.000
Total Amount Budgeted: $100,000
Activity Amount: $0
Balance Remaining: $100,000

The amount of $100,000 has been budgeted in fiscal 2025-26 for this Bridge.

The additional amount of $75,173 required to satisfy the Town's contribution of 25% will be appropriated in a budget amendment.

ATTACHMENTS

LAP Agreement

Exhibit A

Exhibit B

Draft Resolution

FPN: 453019-1-38-01	FPN:	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No: 87-MIAMI-DADE Contract No:
Recipient Vendor No: F596000273009 Recipient Unique Entity ID (UEI) No: K1CKY81LR8M7

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Town of Bay Harbor Islands ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in NE 96TH ST OVER BAY HARBOR WATERWAY BRIDGE # 875102, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 07/01/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 700,693.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 525,520.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Bay Harbor Islands

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: FM453019-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Town of Bay Harbor Islands (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: The project is approximately 161 feet in length. The limits of the project extend from the West Island (25 53' 10.96" N, 80 08' 03.50" W) to the East Island (25 53' 11.22" N, 80 08' 01.04" W)

PROJECT DESCRIPTION: The project involves the replacement of the Bay Harbor Waterway Bridge that connects the East Island to the West Island in Bay Harbor Islands. Demolition of the existing bridge would be phased so that the flow of traffic would be maintained. Emergency vehicles would have 24 hours a day, 7 days a week access to pass through for emergencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by NA
b) Design to be completed by 07/01/2027
c) Right-of-Way requirements identified and provided to the Department by NA
d) Right-of-Way to be certified by NA
e) Construction contract to be let by 10/01/2027
f) Construction to be completed by 10/01/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Town of Bay Harbor Islands 1030 95th Street Bay Harbor Islands, FL 33154	453019-1-38-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Local Program)	$ 700,693.00	$ 175,173	$ _____	$ 525,520.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 700,693.00	$ 175,173.00	$ 0.00	$ 525,520.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 700,693.00	$ 175,173.00	$ 0.00	$ 525,520.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

_____
District Grant Manager Name

_____
Signature Date

RESOLUTION NO. 25XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH FDOT TO USE GRANT FUNDS TO OFFSET SOME OF THE COSTS ASSOCIATED WITH THE DESIGN OF A NEW BRIDGE TO REPLACE THE EXISTING BAY HARBOR WATERWAY BRIDGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town has received a Federal Grant in the amount of $525,520 to design a new bridge to replace the existing Bay Harbor Waterway Bridge; and

WHEREAS, this Grant will be administered by the Florida Department of Transportation (the Department); and

WHEREAS, the Department has certified the Town of Bay Harbor Islands to perform all associated activities of the Federal-Aid Highway Program and has requested that the Town Council approves execution of a Local Agency Program (LAP) Agreement between the Town and FDOT, as a prerequisite for accessing the grant funds; and

WHEREAS, the LAP Agreement describes the Department's participation in the Project, the terms and conditions upon which Department funds will be provided and sets forth the manner in which the project will be undertaken and completed; and

WHEREAS, staff agrees that the Agreement should be approved for execution in order to access Grant funds and believes that this is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED 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. Authorization of the Town Council. The Town Council authorizes the execution of the Local Agency Program (LAP) Agreement, for the design of a new bridge to replace the Bay Harbor Waterway Bridge.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 12th day of November 2025.

By: _____
Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, Town Clerk

APPROVED AS TO FORM:

_____
Greenspoon Marder, LLP
Town Attorneys
By: Skip Miller, Esq.

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 9.

ITEM: Discussion and possible action to approve the FDOT LAP Agreement for the Indian Creek Bridge Design. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
OBJECTIVES

Design a replacement bridge for the existing Indian Creek Bridge (Bridge # 875103), that connects the Town to the Village of Bal Harbour and the Town of Surfside.

PREAMBLE

The Florida Department of Transportation (FDOT) will oversee Federal grants in the amount of $750,000 to offset some of the design costs for the new Indian Creek Bridge (Bridge # 875103). The Town's contribution to the design of this Bridge is $810,269, for total design costs of $1,551,269.

The LAP Agreement provides the framework for the Town to comply with the requirements of the grant and enables the Town to receive reimbursements up to full amount of the grant.

BACKGROUND

The Indian Creek Bridge was built in 1963, and because of its age, has been categorized as structurally deficient by FDOT. In 2024 FDOT issued a National Bridge Inspection (NBI) rating of 4 for the bridge deck and superstructure. This rating translates to a "poor condition" of these structural elements. Any municipal bridge that receives an inspection rating below 5 (out of 10), is added to the Statewide Bridge Replacement list, thereby making it available for Federal and State Grant funding. This program has a federal funding cap of 75% on $5M contract, and the local municipality matches the remaining 25%.

Accordingly, the Indian Creek Bridge (Bridge # 875103) was added to the Statewide Bridge Replacement list and funding has been assigned based on FDOT's estimate of the design and construction costs.

Staff have reviewed these estimates and agree that they appear to be reasonable.

DISCUSSION

A Request for Qualifications (RFQ) will be issued before the end of 2025 and will solicit responses from Bridge Design Engineers to submit design qualifications/proposals to build the new bridge.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
GL Line Item Number: 401.5415.400063.000
Total Amount Budgeted: $0
Activity Amount: $0
Balance Remaining: $0

Funding for the Indian Creek Bridge design was not included in the adopted FY 2025-26 budget. There is a budget amendment elsewhere on tonight's agenda to appropriate $801,269.

BUDGET IMPACT:

Submitted By: Randy Daniel, Town Engineer

ATTACHMENTS

1.	LAP Agreeement
2.	Exhibit A
3.	Exhibit B
4.	RESOLUTION - LAP AGREEMENT BRIDGE # 875103
5.	STAFF MEMO INDIAN CREEK LAP AGREEMENT

FPN: 453040-1-38-01	FPN:	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No: 87-MIAMI-DADE Contract No:
Recipient Vendor No: F596000273009 Recipient Unique Entity ID (UEI) No: K1CKY81LR8M7

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Town of Bay Harbor Islands ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in KANE CONCOURSE OVER INDIAN CREEK BRIDGE # 875103, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 07/01/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,551,269.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 750,000.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Bay Harbor Islands

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: FM453040-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Town of Bay Harbor Islands (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: The project is approximately 396.9 feet in length. The limits of the project extend from the East Island (25 53' 11.55" N, 80 07' 43.54" W) on the west to the Village of Bal Harbour and the Town of Surfside (25 53' 12.13" N. 80 07' 38.47" W) on the east.

PROJECT DESCRIPTION: The project involves the replacement of the Indian Creek Bridge (Bridge # 875103) that connects the Town of Bay Harbor Islands to the west, to the Village of Bal Harbour and the Town of Surfside to the east. Demolition of the existing bridge would be phased, so that traffic flow would be maintained. Emergency vehicles would have access 24 hours a day 7 days per week, to pass through for emergencies. The bridge would continue to be used as a Hurricane Evacuation Route during construction, as it is today.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by NA
b) Design to be completed by 07/01/2027
c) Right-of-Way requirements identified and provided to the Department by NA
d) Right-of-Way to be certified by NA
e) Construction contract to be let by 10/01/2027
f) Construction to be completed by 10/01/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Town of Bay Harbor Islands 1030 95th Street Bay Harbor Islands, FL 33154	453040-1-38-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2026 (Local Program)	$ 1,551,269.00	$ 801,269	$ _____	$ 750,000.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 1,551,269.00	$ 801,269.00	$ 0.00	$ 750,000.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,551,269.00	$ 801,269.00	$ 0.00	$ 750,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

_____
District Grant Manager Name

_____
Signature Date

RESOLUTION NO. 25XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH FDOT TO USE GRANT FUNDS TO OFFSET SOME OF THE COSTS ASSOCIATED WITH THE DESIGN OF A NEW BRIDGE TO REPLACE THE INDIAN CREEK BRIDGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town has received a Federal Grant in the amount of $750,000 to design a new bridge to replace the Indian Creek Bridge; and

WHEREAS, the Grant will be administered by the Florida Department of Transportation (FDOT) (the Department); and

WHEREAS, the Department has certified the Town of Bay Harbor Islands to perform all associated activities of the Federal-Aid Highway Program and has presented a Local Agency Program (LAP) Agreement between the Town and FDOT for execution; and

WHEREAS, the LAP Agreement describes the Department's participation in the Project, the terms and conditions upon which Department funds will be provided, and sets forth the manner in which the Project will be undertaken and completed; and

WHEREAS, staff desires to have the Agreement authorized for execution to access Grant funding and believes that this is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED 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. Authorization of the Town Council. The Town Council authorizes the execution of the Local Agency Program (LAP) Agreement, for the design of a new bridge to replace the old Indian Creek Bridge.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 12th day of November 2025.

By: _____

Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, Town Clerk

APPROVED AS TO FORM:

_____
Greenspoon Marder, LLP
Town Attorneys
By: Skip Miller, Esq.

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel M.Acc.	Town Manager
FROM:	Randy L. Daniel, P.E., PMP, CFM	Town Engineer/ Floodplain Administrator
CC:	Skip Miller, Esq Gerald Bryan Evelyn Herbello Sam Zamacona, E.I.	Town Attorney Finance Director Town Clerk CIP Director
DATE:	November 12, 2025	
SUBJECT:	Authorization to sign a Local Agency Program (LAP) Agreement with FDOT to use Grant funds to design a replacement bridge for the Indian Creek Bridge	

RECOMMENDATION

Staff recommend that Council approves the execution of the LAP Agreement with FDOT to access grant money to offset some of the design costs associated with the design a replacement bridge over the Indian Creek Waterway.

OBJECTIVES

Design a replacement bridge for the existing Indian Creek Bridge (Bridge # 875103), that connects the town to the Village of Bal Harbour and the Town of Surfside.

PREAMBLE

The Florida Department of Transportation (FDOT) will oversee Federal grants in the amount of $750,000 to offset some of the design costs for the new Indian Creek Bridge

(Bridge # 875103). The Town's contribution to the design of this Bridge is $810,269, for total design costs of $1,551,269.

The LAP Agreement provides the framework for the Town to comply with the requirements of the grant and enables the Town to receive reimbursements up to full amount of the grant.

BACKGROUND

The Indian Creek Bridge was built in 1963, and because of its age, has been categorized as structurally deficient by FDOT. In 2024 FDOT issued a National Bridge Inspection (NBI) rating of 4 for the bridge deck and superstructure. This rating translates to a "poor condition" of these structural elements. Any municipal bridge that receives an inspection rating below 5 (out of 10), is added to the Statewide Bridge Replacement list, thereby making it available for Federal and State Grant funding. This program has a federal funding cap of 75% on $5M contract, and the local municipality matches the remaining 25%.

Accordingly, the Indian Creek Bridge (Bridge # 875103) was added to the Statewide Bridge Replacement list and funding has been assigned based on FDOT's estimate of the design and construction costs.

Staff have reviewed these estimates and agree that they appear to be reasonable.

DISCUSSION

A Request for Qualifications (RFQ) will be issued before the end of 2025 and will solicit responses from Bridge Design Engineers to submit design qualifications/proposals to build the new bridge.

FINANCIAL ANALYSIS

GL Line-Item Number: 401.5415.400063.000
Total Amount Budgeted: $0
Activity Amount: $0
Balance Remaining: $0

The amount of $801,269 was not budgeted in Fiscal year 2025-26 and will be appropriated in a budget amendment.

ATTACHMENTS

LAP Agreement
Exhibit A
Exhibit B
Draft Resolution

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel M.Acc.	Town Manager
FROM:	Randy L. Daniel, P.E., PMP, CFM	Town Engineer
CC:	Skip Miller, Esq. Randy Stokes Sam Zamcona, E.I. Gerald Bryan	Town Attorney Public Works Director Capital Works Improvement Director Finance Director
DATE:	November 12, 2025	
SUBJECT:	BHI 264 – Piggyback Contract with Vortex Services to supply and install T-Liners for 40 Sewer Laterals in Sewer Basins A, B, and D	

RECOMMENDATION

Discuss and consider the Piggyback contract with Vortex Services and OMNIA Partners, Public Sector, Inc. in the amount not to exceed $369,008.40 to supply and install T liners to 40 sewer laterals in sewer sub basins A, B, and D.

BACKGROUND

When the Sanitary Sewer Evaluation Survey (SSES) was submitted on November 16, 2022, to DERM, the consultant identified sewer laterals in sewer sub basins A, B, and D that required repairs under a corrective action plan (CAP).

A CAP is required because the 5,000 gal/day/idm threshold for infiltration/inflow (I/I) that was established by DERM was exceeded for basins A, B and D. The source of I/I was determined to be defective sewer laterals. In addition to complying with DERM, the elimination of I/I also reduces the Town's operating costs.

EVALUATION OF UNIT RATES

On May 6th 2025 OMNIA Partners, Public Sector, Inc. advertised an RFP for Waterworks Materials, Services and related Solutions, and received a proposal from Vortex Services. Responses that were not in the competitive range or shortlist were eliminated from the process. Vortex Services was shortlisted.

DISCUSSION

The amount of $200,000 was budgeted for this work.

The shortfall of $169,008.40 will be appropriated in a budget amendment.

FINANCIAL ANAYSIS

GL Line-Item Number: 402.5350.400063.000

Total Revised Budget: $2,130,000.00

Encumbered Amount: $871,000 for Ejector Station A

Balance Remaining: $1,259,000.00

ATTACHMENTS

Solicitation for RFP from OMNIA Partners, Public Sector, Inc.

Contract between OMNIA Partners, Public Sector, Inc. and Vortex Services

Agreement between Vortex Services and the Town

Draft Resolution

REQUEST FOR PROPOSAL (RFP) FOR WATERWORKS MATERIALS, SERVICES, OPERATIONS AND RELATED SOLUTIONS

SOLICITATION NUMBER
RFP 25-S942

PUBLICATION DATE
Tuesday, May 6, 2025

QUESTIONS SUBMITTED BY
Tuesday, May 27, 2025, 2:00 pm CT

SUBMITTAL DUE DATE AND TIME:
Thursday, June 19, 2025, 2:00pm CT

Competitive solicitation by Region 14 Education Service Center
on behalf of itself and other government agencies
and made available through OMNIA Partners, Public Sector, Inc.

NOTICE TO SUPPLIER: When partnering with OMNIA Partners, Region 14 uses Bonfire (https://omniapartners.bonfirehub.com) to advertise solicitations, manage supplier questions, receive submittals and manage submittal evaluations. Questions regarding this solicitation must be submitted through Bonfire using the Ask a Question button and should be submitted before the questions due date and time stated herein. Answers to questions will be posted in Bonfire approximately one week prior to the submittal due date and time.

Public Opening: Submittals will remain sealed by Bonfire until the submittal due date and time specified herein. Submittals received outside of Bonfire will not be accepted. At the due date and time listed, or modified via addenda, submittals will be opened, read aloud publicly and suppliers' names recorded via the virtual meeting below.

Meeting URL: https://zoom.us/j/92986147580
Call In #: (346) 248-7799
Meeting ID: 929 8614 7580

I. INTRODUCTION

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a contract for Waterworks Materials, Services, Operations and Related Solutions for use by Region 14 ESC and other public agencies supported under this contract.

Region 14 ESC aims to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited contract offering products and services to public agencies;
- Achieve cost savings for public agencies and suppliers through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of public agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of public agencies and suppliers through best-in-class purchasing procedures.

Region 14 Education Service Center ("Region 14 ESC")

Region14 ESC schools are called Rural West Texas Schools that serve over 50,000 students in 42 school districts located in 13 counties which make up Region 14. Services are delivered to more than 3,900 professional educators and over 200 administrators who impact the lives of all of our children on 160 campus sites. There are seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college in Region 14.

National Contract

Region 14 ESC, as the Principal Procurement Agency, defined in APPENDIX B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 14 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX B, or as otherwise agreed to. APPENDIX B contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners' public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend

and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (APPENDIX B).

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Waterworks Materials, Services, Operations and Related Solutions purchased under the Master Agreement through OMNIA Partners is approximately $100 million. This projection is based on the current annual volumes among the Region 14 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

II. SCOPE

A. General Overview

Although this section reflects the needs and requirements of Region 14 ESC, OMNIA Partners Participating Public Agencies may have different requirements. OMNIA Partners Participating Public Agencies may sign a supplemental or usage agreement with the awarded supplier(s) substantially based on the terms and conditions of the Region 14 ESC Master Agreement. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

The awarded supplier(s) will work with Participating Public Agencies to help determine all the services required; awarded supplier(s) may also provide any applicable products and services related to the scope of work, as requested by Participating Public Agencies.

Should an awarded supplier utilize subcontractors, distributors, dealers, or other affiliate, Participating Public Agencies may choose to issue work directly to the subcontractor, distributor, dealer, or other affiliate if allowed by the awarded Supplier and Participating Public Agency. While the Offeror does need to submit a list of their initial subcontractors, distributors, dealers, or other affiliates, Region 14 ESC does not need to approve changes and updates to awarded Supplier's approved subcontractor, distributor, dealer, and other affiliates list unless requested or required by the awarded Supplier; however, awarded Supplier's should maintain their own list of subcontractors, distributors, dealers, or other affiliates that the awarded Supplier has approved for Participating Public Agencies to review.

B. Scope of Services

The following is a list of suggested (but not limited to) areas for Waterworks Materials, Services, Operations and Related Solutions. Offerors may provide products, services, and solutions that are considered part of a waterworks or similar project or full turnkey offerings. Offerors are encouraged to provide a full line of products, services and solutions that they currently provide in response to the solicitation. Respondents should provide a detailed description of all products, services, and solutions provided in one or more categories below (*including: type, brand, warranty, system capabilities, etc.*):

1. Waterworks Materials:

- Water meters, pipes, valves, fittings, and underground utility
- Wastewater, sanitary sewer and stormwater utility
- Instrumentation and controls
- Above-ground utility cabinets and underground vaults
- Material installation, service and maintenance capabilities

2. Waterworks Services:

- Utility and municipal services
- Meter and automation
- Advanced metering infrastructure (AMI) solutions
- Control panel design and fabrication
- Project management
- Centralized operations management

- Startup and commissioning services (equipment startups, system checkouts, Control verification, retro commissioning, Measurement & Verification (M&V) activities, etc.)
- Geo technical and stormwater
- Site surveys and subsurface utility locating services
- Consulting services
- Design and inspection services

3. Waterworks Operations:

- Strategic Infrastructure, (Water and Wastewater Treatment Plants)
- Supervisory Control and Data Acquisition (SCADA) system development, integration and modernization
- Instrumentation selection, calibration and maintenance

4. Waterworks Solutions:

- Digital solutions for remote monitoring and alarm notification systems
- American Water Works Association (AWWA) Cybersecurity Assessment
- Subscription-based threat reduction services (SCADA, etc.)
- Energy and green infrastructure services and solutions (Energy tracking, analysis, evaluation of potential upgrades, demand response, rebates, etc.)

Note: Any additional products and services that an Offeror can provide can be listed in the "Value Added Products and Services" Section under Tab 5. Offerors are encouraged to include any case studies describing the benefits of services provided.

Please note that the work performed shall follow all federal, state and local statutes and include all materials, labor, licenses, permits, insurance, and supervision required to complete services.

C. Special Offers and Comprehensive Offering

In addition to decreasing prices for the balance of the Master Agreement term due to a change in market conditions, awarded Supplier(s) may conduct sales promotions involving price reductions for a specified lesser period. Awarded Supplier(s) may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Master Agreement term and such lower pricing shall not be applied as a global price reduction under the Master Agreement.

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Waterworks Materials, Services, Operations and Related Solutions. Pricing for awarded Supplier's complete product offering/balance of line items will be determined by a percentage discount off the offeror's price list. The pricing percentage discount offered must be entered in the Pricing Section in the Offeror's response. Region 14 ESC reserves the right to accept or reject any or all balance of line items offered.

III. INSTRUCTIONS TO SUPPLIERS

1. Submission of Response.

- Responses shall be received electronically no later than the submittal due date and time via Bonfire at https://omniapartners.bonfirehub.com/.
- Bonfire will not accept any responses after the specified due date and time.
- Only responses received via Bonfire will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Proposals may be rejected for failure to comply with the requirements set forth in this solicitation.

2. Required Proposal Format. Responses shall be submitted electronically via Bonfire. Separate files should be used to separate the proposal into sections, as identified below. Suppliers failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all sections, with the exception of section 2 (Pricing), be submitted in Portable Document Format (PDF). Pricing may be submitted separately in an alternate format (e.g. xlsx, xls, csv).

Sections
Section 1 – Signature Form
Section 2 – Pricing
Section 3 – Ability to Perform, including response to the national program (Appendix B)
Section 4 – References and Experience
Section 5 – Value Added Products and Services
Section 6 – Required Documents

3. Additional Agreements. If a supplier requires an additional agreement, a copy of the proposed agreement must be included with the proposal.

4. Deviations and Exceptions. Deviations or exceptions stipulated in a supplier's response may result in disqualification. It is the intent of Region 14 ESC to award a supplier's complete line of products and/or services, when possible. A response to the solicitation is an offer to contract with Region 14 ESC based upon the contract provisions contained in this solicitation, including but not limited to, the specifications, scope of work and any terms and conditions. Suppliers who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the solicitation cannot be modified without the express written approval of Region 14 ESC. If contract provisions are not expressly approved in writing by Region 14 ESC, the contract provisions contained in the solicitation shall prevail.

5. Disclosures.

- Supplier affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

- The supplier affirms that, to the best of his/her knowledge, the offer has been arrived at independently and is submitted without collusion with anyone to obtain information or gain

any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this contract.

6. Withdrawal of Response. After submittal due date and time, withdrawal of a response will not be allowed for a period of 120 days. Pricing will remain firm for 120 days from submittal.

7. Open Records Policy. Region 14 ESC is a governmental entity. Responses submitted are subject to release as public information after contracts are executed. If a supplier believes that its response, or parts of its response, may be exempted from disclosure, the supplier must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the supplier must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the supplier are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any supplier. Supplier is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

8. Multiple Awards. Multiple contracts may be awarded as a result of the solicitation. Multiple awards will ensure that any resulting contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

9. Protest. A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester;
- Original signature of protester or its representative;
- Identification of the solicitation by RFP number;
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted at any point during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract at any time during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Survival. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 14 ESC under the terms and conditions of the Contract prior to the Contract's expiration shall survive the expiration or termination of the Contract. All purchase orders issued and accepted by Contractor prior to expiration of the Contract shall survive expiration or termination of the Contract.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

V. EVALUATION

Region 14 ESC will evaluate proposals in accordance with the criteria outlined in the solicitation subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. Award(s) will be made to the prospective supplier(s) whose response is determined to be the most advantageous.

Supplier's proposal should include the following for Region 14 ESC's evaluation:

A. Availability of Products and Pricing (40 points)

1. Provide pricing for products, services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.
    a. Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.
    b. Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.
    c. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.
2. Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.
3. Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
4. Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.
5. Describe any return and restocking fees.
6. Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed

contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Purchase orders and payment can only be made to the awarded supplier, or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

7. Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.
8. Describe how customers verify they are receiving the correct contract pricing.
9. Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.
10. Describe how future product introductions will be priced and align with contracting pricing proposed.
11. Provide any additional information relevant to this section.

B. Ability to Perform (30 points)

1. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
2. The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.
3. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
4. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).
5. What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.
6. Describe how supplier responds to emergency orders.
7. What is the supplier's average Fill Rate?
8. Describe supplier's return and restocking policy.
9. Describe supplier's ability to meet service and warranty needs. The proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.
10. Describe any extended warranty programs or service maintenance programs.
11. The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.
12. Describe supplier's contract implementation/customer transition plan.
13. Describe the financial condition of supplier.

14. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
15. Describe the supplier's safety record.
16. Describe technology used to support the contract.
17. Provide any additional information relevant to this section.

C. References and Experience (20 points)

1. Provide a brief history of the supplier, including year it was established and corporate office location.
2. Describe supplier's reputation in the marketplace.
3. Describe supplier's reputation of products and services in the marketplace.
4. Describe the experience and qualification of key employees.
5. Describe suppliers' experience working with the government sector.
6. Describe any social diversity initiatives.
7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
9. Provide any additional information relevant to this section.

D. Value Added Products/Services (10 points)

1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.
2. Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.
3. Describe any equipment reconditioning and recertification offerings.

E. Clarifications/Discussions. Region 14 ESC may request additional information or clarification from any of the suppliers after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give supplier an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those supplier's whose proposals are determined to be reasonably susceptible of being selected for award. Region 14 ESC will not assist supplier in bringing its proposal up to the level of other proposals through clarifications or discussions. Region 14 ESC will not indicate to supplier a cost or price that it must meet to obtain further consideration, nor will it provide any information about other suppliers' proposals or prices.

F. Competitive Range or Shortlist. It may be necessary for Region 14 ESC to establish a competitive range or shortlist. Responses not in the competitive range or shortlist do not receive further award consideration. Region 14 ESC may determine establishing a competitive range or shortlist is not necessary. Inclusion in the competitive range or shortlist does not constitute a contract award. Should a competitive range or shortlist be used, further evaluation and scoring to determine contract award will be used.

G. Oral Presentations/Interviews. Region 14 ESC reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, Region 14 ESC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when

evaluating the stated criteria. Region 14 ESC shall not reimburse the supplier for costs associated with the interview process.

H. Contract Negotiations. Exclusive or concurrent negotiations may be conducted with responsible supplier(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing suppliers. Exclusive or concurrent negotiations shall not constitute a contract award, nor shall it confer any property rights to the successful supplier. In the event Region 14 ESC deems that negotiations are not progressing; Region 14 ESC may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiation with the next most qualified supplier(s).

I. Past Performance. Past performance is relevant information regarding a supplier's actions under previously awarded contracts; including the administrative aspects of performance; the supplier's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the supplier's businesslike concern for the interests of the customer. Past performance will be considered in the evaluation of the responses.

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

_____
Company Name

_____
Address

_____
City State Zip

_____ _____
Telephone Number Fax Number

_____
Email Address

_____ _____
Printed Name Position

_____
Authorized Signature

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company _____

_____

_____

Address _____

_____

Phone _____

Fax _____

Contact

_____
Signature

_____
Printed Name

_____
Position with Company

Official Authorizing Proposal

_____
Signature

_____
Printed Name

_____
Position with Company

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

_____ _____
Signature of Named Authorized Company Representative Date

APPENDIX B

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template, Example

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 14 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Waterworks Materials, Services, Operations and Related Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier nationally to Public Agencies.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through its available marketing channels as appropriate with OMNIA Partners' overall marketing strategy.

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

The OMNIA Partners Manufacturer Enablement Team will work in conjunction with Supplier and supporting manufacturers of awarded products available through awarded Supplier (where applicable) to promote the Master Agreement through initiatives that may include:

A. Driving speed to market to reach Public Agencies through process innovation

B. Encouraging competitive manufacturer offerings

C. Providing enhanced data driven analytics to suppliers and manufacturers

D. Identifying participant engagement opportunities for suppliers and manufacturers

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform. Supplier is expected to embrace OMNIA Partners' technology enabled tools including its ecommerce platform, OPUS. The ecommerce platform may include integrating supplier's catalog into the platform (if applicable), providing keywords to allow for quick connects, responding and reporting any leads that come to the supplier via their quick connect link in OPUS.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100 million. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may

agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to

both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   d. Historically Underutilized Business Zone Enterprise (HUBZone)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   e. Other recognized diversity certificate holder

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

   a. is a publicly held corporation and this reporting requirement is not applicable;

   b. is not owned or operated by anyone who has been convicted of a felony; or

   c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform

ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications

iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iv. Design, publication and distribution of co-branded marketing materials within first 90 days

v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)

vii. Dedicated OMNIA Partners page on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website;
- A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance. Furthermore, OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a supplier, dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another

business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 6 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 7 and 10 – 21, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and

images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales. Supplier acknowledges that OMNIA Partners is not a supplier or vendor of Supplier and shall not condition payment of Administrative Fees under this Agreement on any attestation or certification to Supplier's policies or procedures.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA

Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital

or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier. The Participating Public Agency acknowledges and agrees that the OMNIA Partners Parties may market all Master Agreements available through Principal Procurement Agencies to such Participating Public Agency and its employees and representatives.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30)

days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

13. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**
[_____]	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS

			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: □

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-

1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering

Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states, districts, and territories may be found at http://www.usa.gov/state-governments and https://www.usa.gov/local-governments.

While this information is not to be considered all inclusive, some state specific information can be found here: Cooperative Purchasing Resources for State Government | OMNIA Partners

Some states or other Participating Public Agencies may require additional participating addendums or local agreements.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR

CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT

KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT

WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR

ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR

CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR

ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR

JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR

MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR

NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR

RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR

SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR

WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J

SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT

UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Region 14 Education Service Center (ESC)

Contract # 159592

for

Waterworks Materials, Services, Operations

and Related Solutions

with

Vortex Services, LLC

Effective: September 10, 2025

The following documents comprise the executed Master Agreement between Region 14 ESC and Vortex Services, LLC, effective September 10, 2025:

I. Vendor Signature Form

II. Region 14 ESC Award Letter

III. Supplier’s Response to the RFP

IV. Request for Proposal and Any Addenda, incorporated by reference

1 Signature Form

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Vortex Services, LLC
Company Name

18150 Imperial Valley Drive
Address

Houston	TX	77060
City	State	Zip

713-750-9081	1-833-247-7943
Telephone Number	Fax Number

bjkerstiens@vortexcompanies.com
Email Address

BJ Kerstiens	Sr VP - Services
Printed Name	Position



Authorized Signature

Version April 15, 2025

Docusign Envelope ID: AA71A000-E5E3-4060-A54A-2D6099E6469E

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

September 8, 2025

BJ Kerstiens, Sr.
VP-Services
Vortex Services, LLC
18150 Imperial Valley Drive
Houston, TX 77060
Sent via email to: bjkerstiens@vortexcompanies.com

Re: Award of Contract #159592, Waterworks Materials, Services, Operations and Related Solutions

Dear Mr. Kerstiens:

Region 14 Education Service Center is happy to announce that Vortex Services, LLC has been awarded Contract #159592 based on the proposal submitted to Region 14 ESC in response to RFP 25-S942, Waterworks Materials, Services, Operations and Related Solutions. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Vortex Services, LLC's response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective September 10, 2025. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...
Emily Jeffrey
Region 14, Chief Financial Officer

VORTEX services

REQUEST FOR PROPOSAL
RFP-25-S942

WATERWORKS MATERIALS, SERVICES, OPERATIONS AND RELATED SOLUTIONS

Competitive solicitation by Region 14 Education Service Center on behalf of itself and other government agencies and made available through OMNIA Partners, Public Sector, Inc.

PRESENTED BY:
Vortex Services
300 E Coffee St.
Greenville, SC 29601

POINT OF CONTACT:
Ashley Smith
Sales Admin Manager
C: 864-546-8801
E: ashley.smith@vortexcompanies.com

OMNIA® PARTNERS







Table of Contents

1 Signature Form _ _ _

2 | Pricing

1. PROVIDE FOR PRODUCTS, SERVICES, WARRANTIES, ETC. SUPPLIER PROPOSES TO OFFER.

Vortex designs, develops, and installs the latest technologies, products, and solutions. We offer a standard industry 1-year warranty (with potential for additional years.) We offer a vast variety of products and services spanning from open cut to various trenchless technologies, including but not limited to, sanitary and storm CIPP, UV CIPP, pipe bursting, lateral lining, sectional liners, mechanical joint seals, grouting, cleaning / CCTV, spray pipe lining, manhole rehab, and watermain CIPP lining. We analyze each work order release and provide the client with the maximum discounted price possible. By working closely with our clients, we ensure trust that builds into a multi-year partnership which allows us to successfully execute projects and maximize their utility budgets.

2. PROPOSE THE FREQUENCY OF UPDATES TO THE SUPPLIER'S PRICING STRUCTURE.

Pricing will remain in effect for the first 12 months. Vortex will evaluate and update any necessary pricing adjustments at the end of the first 12-month term and then again on a yearly basis.

3. DESCRIBE ANY SHIPPING CHARGES.

All deliveries will be made freight prepaid, F.O.B. destination. Shipping charges are included in all proposals unless otherwise clearly stated in writing. If any exceptions apply, they are noted in the pricing section of the proposal. No additional freight or handling fees will be charged beyond what is disclosed.

4. DESCRIBE ANY DELIVERY OR INSTALLATION SERVICES PROVIDED BY OFFEROR AND HOW THESE SERVICES ARE PRICED.

All freight for materials and / or equipment purchased directly by the owner through Vortex will be paid for by the owner / client at a cost + 10% markup. Mobilizations are included in our price list for all services provided.

5. DESCRIBE ANY RETURN AND RESTOCKING FEES.

Returns may be subject to restocking fees, which will be disclosed in advance if applicable. If applicable, return shipping may be the responsibility of the purchaser unless the return is due to supplier error.

6. DESCRIBE IF DISTRIBUTORS/DEALERS/RESELLERS/SUBSIDIARIES/PARTNERS ("AFFILIATES") WILL BE USED TO FULFILL THE CONTRACT.

Vortex Companies is a collection of business segments with both a national and international footprint. As both a horizontally and vertically integrated business, the Company executes on its vision of providing a comprehensive suite of solutions that deliver quality engineered solutions, products and services that improve efficiency, safety and long-term reliability of its client's assets. The following outlines the business segments operating under the Vortex family of Companies:

- Vortex Services, LLC
- Vortex Lining Systems, LLC
- Vortex Products
- Vortex Industrial Solutions, LLC
- Vortex Technologies
- Vortex Water
- Schwalm USA
- Quadex®, LLC
- United Felts, A Vortex Company
- MaxLiner® USA, A Vortex Company
- United Wetout™, A Vortex Company
- Sancon Technologies, A Vortex Company
- Pipe Vision, A Vortex Company
- Premier Pipe USA, A Vortex Company
- Prism Contractors, A Vortex Company

International:

- Vortex Europe GmbH
- Vortex Services GmbH (Formerly Fleer-Tech)
- Lining Division Limited, A Vortex Company
- McAllister Group, A Vortex Company
- Vortex Infrastructure Services Inc.

7. DESCRIBE ANY SPECIAL OFFERS, PROMOTIONS, ADDITIONAL DISCOUNTS OR REBATES OFFERED.

We provide a variety of special pricing discounts and promotions designed to support long-term customer relationships and purchasing efficiency.

8. DESCRIBE HOW CUSTOMERS VERIFY THEY ARE RECEIVING THE CORRECT CONTRACT PRICING.

Each work order that is requested by our client is distributed to our estimating team. The estimators are highly trained and experienced professionals who perform detailed project takeoff. That is then matched to a specific contract bid pricing sheet. This is ultimately reviewed by our Regional Vice President. There are also additional levels / layers of approval once it reaches a certain threshold to ensure accuracy.

9. DESCRIBE SUPPLIER'S INVOICING PROCESS.

Each project is assigned to one of our many talented Project Managers who will manage the project cradle to grave. They are in direct communication with the client's representative. At the beginning of the pre-construction meeting / kick off, they will discuss and agree on certain things like, invoicing frequency, dates, deliverables, scheduling etc. Depending on each contract, but typically once a month, the Project Manager will submit a rough draft of completed schedule of values to the owner's representative to review and approve. Once they approve, the Project Manager will book the invoice in our accounting system and send the official invoice directly to the client for processing and payment. We typically request a net 30 payment terms and are willing to accept cash, ACH, wire transfers, as well as credit cards. If client chooses credit card payment, there will be a 3.6% fee added.

10. DESCRIBE HOW FUTURE PRODUCT INTRODUCTIONS WILL BE PRICED AND ALIGN WITH CONTRACTING PRICING PROPOSED.

Future product introductions will be priced in accordance with the principles established in the RFP to ensure consistency, transparency, and mutual value. They will be based on value-based pricing framework, alignment with contract terms, annual pricing reviews and accompanied by marketing materials for new product launches.

NOTE: The Vortex Master Agreement price list was uploaded separately as per requirements of the RFP.

3 Ability to Perform, Including Response to the National Program (Appendix B)

Company

1. BRIEF HISTORY AND DESCRIPTION OF SUPPLIER TO INCLUDE EXPERIENCE PROVIDING SIMILAR PRODUCTS AND SERVICES.

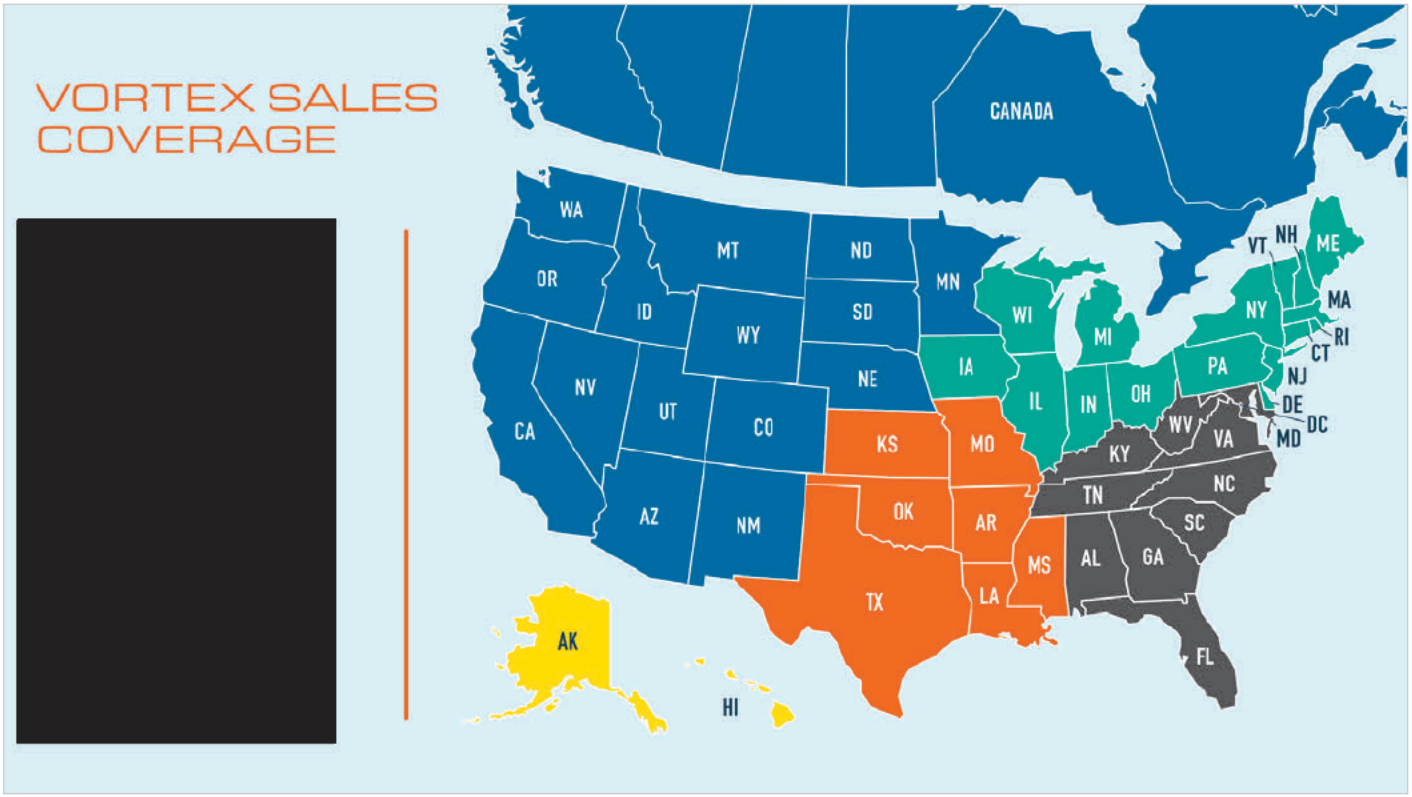
Founded in 2015, the Vortex Companies is a collection of business segments with both a national and international footprint. As both a horizontally and vertically integrated business, the Company executes on its vision of providing a comprehensive suite of solutions that deliver quality engineered solutions, products and services that improve the efficiency, safety and long-term reliability of its client's assets. This unique approach allows the Company to effectively design, develop, manufacture and/or commercialize a wide variety of products and services for its broad customer base. The business segments, which represent the broader Vortex family, have origins dating back to 1972, and include some of the most respected, experienced and driven staff in each of their respective industry focuses.

We specialize in developing trenchless construction technologies and application systems to cost-effectively repair, renew or replace damaged municipal, industrial and commercial infrastructure. All Vortex Products are carefully designed, tested, and developed to permanently restore and rehabilitate your water and sewer infrastructure without the need for digging.

All pricing and statement for our services and products is current, complete and accurate across all our division offerings. Across both Vortex's Service and Product divisions, we currently have 12 offices spanning the United States. All include a fully-staffed and equipped office (administration, equipment, crews, materials) that will service each individual local contract's needs.

2. TOTAL NUMBER AND LOCATION OF SALESPERSONS EMPLOYED BY SUPPLIER.

Vortex and its subsidiaries employ 22 direct and inside sales personnel all cross-trained to represent Vortex brands, products and service lines.



1-855-WHYDIG1 | sales@vortexcompanies.com | www.vortexcompanies.com

3. NUMBER AND LOCATION OF SUPPORT CENTERS (IF APPLICABLE) AND LOCATION OF CORPORATE OFFICE.

- Corporate Office: 18150 Imperial Valley Dr. | Houston, TX 77060
- 16 locations throughout the United States and 27 throughout the globe. See map link on the website: https://vortexcompanies.com/about/locations/

4. ANNUAL SALES FOR THE THREE PREVIOUS FISCAL YEARS.



5. DESCRIBE ANY GREEN OR ENVIRONMENTAL INITIATIVES OR POLICIES.

Vortex is committed to reducing their environmental impact and promote sustainable construction initiatives. We are a leader in the industry in utilizing VeriCure®, a breakthrough curing monitoring system (CMS), built around Fiber-Optic Distributed Temperature Sensing (DTS) technology, designed to improve the CIPP curing process. This leads to decreased time in operating any machinery needed to perform any CIPP project.

We also provide EnviroCure®-Felt and UV CIPP liners and more environmentally friendly non-styrenated resins in our products that we use and sell. Additionally, our GeoKrete® geopolymer has been certified by SCS Global Services for having a reduced carbon footprint compared to other materials in the industry.

6. DESCRIBE ANY DIVERSITY PROGRAMS OR PARTNERS SUPPLIER DOES BUSINESS WITH AND HOW PARTICIPATING AGENCIES MAY USE DIVERSE PARTNERS THROUGH THE MASTER AGREEMENT.

Vortex is committed to providing subcontracting opportunities for historically underutilized business (HUB), minority owned businesses (MOB), and Women owned business (WOB). We have also worked with other municipalities in utilizing suggested lists of emerging, small, and local businesses where applicable.

Our Subcontracting Plan has established policies and procedures to procure, manage, and monitor subcontractors during the performance of a typical contract. Our goal is to ensure high-quality performance, timely completion, and compliance with federal, state, or client subcontracting requirements. We currently have a nationwide list of 400+ subcontractors we have utilized for various projects throughout the United States.

Contractors will be selected based on:

- Technical qualifications and past performance
- Licensing and insurance compliance
- Competitive pricing
- Safety records
- Capacity to meet schedule requirements
- Alignment with project goals, including diversity and inclusion

Bid packages will be issued publicly (or through prequalified vendor lists), and a fair, competitive process will be used to evaluate all proposals.

7. INDICATE IF SUPPLIER HOLDS ANY OF THE BELOW CERTIFICATIONS IN ANY CLASSIFIED AREAS AND INCLUDE PROOF OF SUCH CERTIFICATION IN THE RESPONSE:

a. Minority Women Business Enterprise

❑ Yes ■ No

If yes, list certifying agency:

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

❑ Yes ■ No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

❑ Yes ■ No

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone)

❑ Yes ■ No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

❑ Yes ■ No

If yes, list certifying agency:

8. LIST ANY RELATIONSHIPS WITH SUBCONTRACTORS OR AFFILIATES INTENDED TO BE USED WHEN PROVIDING SERVICES AND IDENTIFY IF SUBCONTRACTORS MEET MINORITY-OWNED STANDARDS.

Vortex has an extensive list of trusted subcontractors which we utilize across various regions of the USA. Depending on size, scope, available, project location, we successfully contract the proper subcontractor for each particular scope and project. We also do our best to match the proper subcontract to fit each client's best interests.

9. DESCRIBE HOW SUPPLIER DIFFERENTIATES ITSELF FROM ITS COMPETITORS.

Vortex Companies, the parent of Vortex Services, stands apart from the competition by uniquely combining both manufacturing and installation of trenchless infrastructure solutions to offer customers a seamlessly integrated, end-to-end key solution.

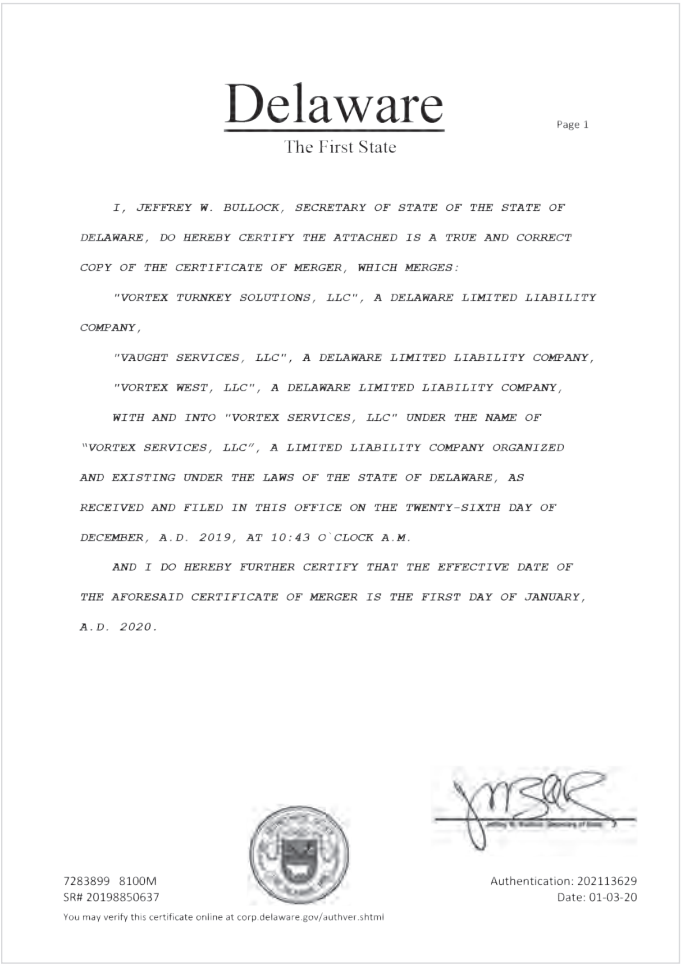
From developing patented geopolymers and epoxy coatings, producing North America's first CIPP liners and being the exlcusive sales and development partner for Schwalm robotic systems, Vortex controls the entire value chain — from plant floor to field deployment. This in-house integration ensures consistent quality, faster project timelines, and streamlined accountability.

On the services side, our crews have deep expertise in full structural pipe lining, slip-lining, pipe bursting, manhole rehabilitation, CCTV inspection, and robotic cutting. Paired with our proprietary products — such as EnviroCure CIPP liners, geopolymer mortars, high-performance epoxy coatings, and UV CIPP systems — this setup allows us to deliver turnkey trenchless rehabilitation with minimal disruption and maximum reliability.

Because we manufacture the materials and equipment, then install and service them across the field, we deliver true value to our customers: single-source responsibility, transparent coordination, and faster response — whether responding to an urgent repair or planning a major renewal.

In short, Vortex isn't just a contractor or supplier — we are a fully integrated partner, offering a total trenchless solution under one roof.

10. DESCRIBE ANY PRESENT OR PAST LITIGATION, BANKRUPTCY OR REORGANIZATION INVOLVING SUPPLIER.



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 MERGER, WHICH MERGES:

"VORTEX TURNKEY SOLUTIONS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"VAUGHT SERVICES, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"VORTEX WEST, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

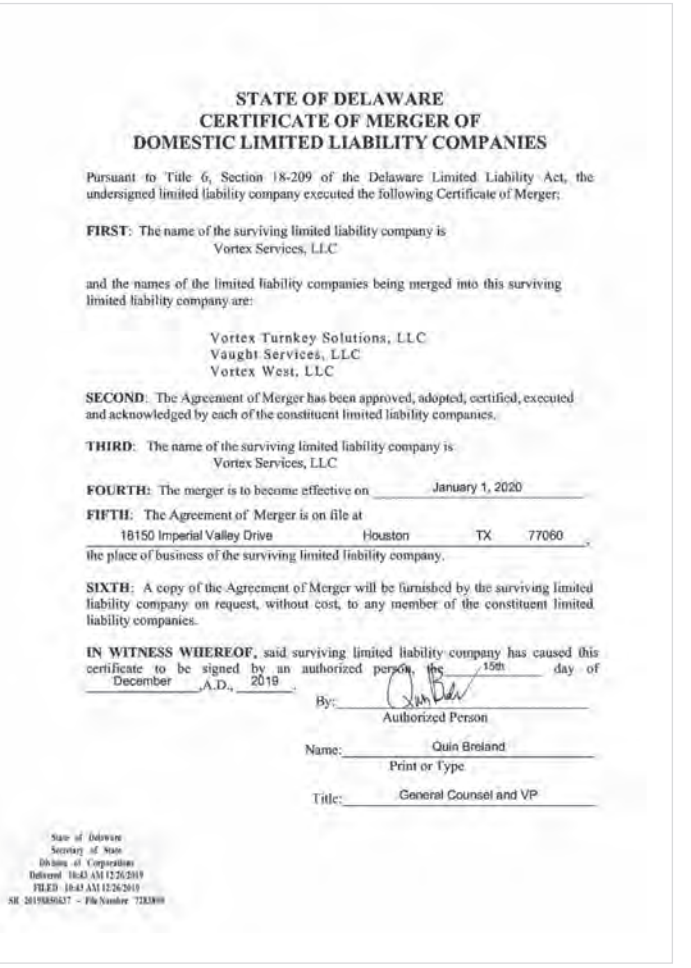
WITH AND INTO "VORTEX SERVICES, LLC" UNDER THE NAME OF "VORTEX SERVICES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 2019, AT 10:43 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2020.

7283899 8100M
SR# 20198850637

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202113629
Date: 01-03-20



STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is Vortex Services, LLC

and the names of the limited liability companies being merged into this surviving limited liability company are:

Vortex Turnkey Solutions, LLC
Vaught Services, LLC
Vortex West, LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is Vortex Services, LLC

FOURTH: The merger is to become effective on January 1, 2020

FIFTH: The Agreement of Merger is on file at 18150 Imperial Valley Drive Houston TX 77060, the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized person, this 15th day of December, A.D., 2019.

By: _____
Authorized Person

Name: Quin Breland
Print or Type

Title: General Counsel and VP

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:43 AM 12/26/2019
FILED 10:43 AM 12/26/2019
SR 20198850637 - File Number 7283899

11. FELONY CONVICTION NOTICE

None.

12. DESCRIBE ANY DEBARMENT OR SUSPENSION ACTIONS TAKEN AGAINST SUPPLIER.

None.

Distribution & Logistics

1. DESCRIBE THE FULL LINE OF PRODUCTS AND SERVICES OFFERED BY SUPPLIER.

Vortex is a global leader in trenchless water and sewer infrastructure solutions. The company provides cutting-edge technologies and turnkey services to cost-effectively renew municipal, industrial, and commercial systems. With one of the industry's most diverse portfolios, Vortex offers solutions including:

Service Offerings:

- CCTV Inspection
- CIPP and UV CIPP lining for Storm, Wastewater and Watermain Renewal
- Geopolymer Lining
- Manhole and Structure Rehabilitation
- Pipe Bursting
- Soil stabilization

Product Categories:

- Manhole and Pipe Rehabilitation Materials
- Polymeric Coatings and Specialty Grouts
- CIPP Liners and Resins
- Sewer Robotics, and High-Speed Drain Cleaning Tools

Operating across 27 locations worldwide, Vortex is committed to delivering innovative, cost-effective infrastructure renewal solutions, backed by an experienced and highly trained workforce. For more information, visit www.vortexcompanies.com.



Why Dig®?

VORTEX SERVICES COMBINES DECADES OF EXPERIENCE AND THE LATEST IN TRENCHLESS INFRASTRUCTURE SOLUTION METHODS TO QUICKLY AND COST-EFFECTIVELY BRING YOUR SEWER AND WATER INFRASTRUCTURE BACK TO LIFE!

TRENCHLESS SERVICES OFFERED

- Geopolymer Culvert & Tunnel Relining
- Manhole Rehabilitation
- CIPP Main Line & Lateral Rehabilitation
- UV CIPP Lining
- Pipe Bursting & Slip Lining
- Inspection & Pipe Condition Assessment

BENEFITS OF TRENCHLESS TECHNOLOGY

- 25-30% Less Expensive
- 50-60% Faster
- Less Disruptive
- More Environmentally Friendly
- Extends & Improves Operating Life of Assets



ANNIVERSARY 10 YEARS EST. 2015

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Vortex Services offers a broad range of proven trenchless solutions,

backed by years of experience, to best fit your project needs.



INSPECTION & PIPE CONDITION ASSESSMENT

A critical component to addressing pipe and manhole defects before they get out of hand is to understand exactly what is going on inside your assets.

- **Standard Condition Assessment**
- **Multi-Sensor Condition Assessment (MSI)**
- **Manhole Assessment**
  - **Level 1 & Level 2**
  - **MACP & Non-MACP**



PIPE, CULVERT, TUNNEL & MANHOLE RENEWAL

Different conditions call for different product solutions. We will assess and provide the proper solution to address the service requirements of your large diameter pipe, culverts, tunnels and manholes.

- **Geopolymer Lining - Large Diameter Pipes and Structures**
- **Manhole Rehabilitation - Structural and Corrosion Protection**
- **Spin Casting and Spray Application Solutions**



PIPE RELINING

We reline sewer mains, laterals and vertical pipe using proven lining systems designed to deliver long-term, trouble free performance of your renewed pipe.

- **CIPP (Cured-In-Place Pipe) Lining**
  - **Laterals up to 8″, Pipe 8″-96″**
- **UV CIPP**
  - **For Colder and Environmentally Sensitive Areas**
  - **Pipe 6″- 63″**
- **Brushed-In-Place-Pipe (BIPP)**



PIPE BURSTING & SLIP LINING

Pipe Bursting replaces and upsizes buried pipes without the need for traditional remove and replace methods. Best for areas with surface obstructions, traffic concerns, low flow or blockages.

- **Sanitary, Water and Storm Pipes**
- **Replaces a Wide Range of Host Pipe Materials: Clay, Concrete, Cast Iron, Ductile Iron, Plastics, Asbestos Cement, Truss (ABS)**

VORTEX SERVICES IN ACTION

Quadex Lining System Used to Structurally Restore 6,600 LF of Sewer in Queens, NY

Problem: Hurricane Sandy wreaked havoc up and down the east coast. In addition to the visible surface damage, what was unseen — such as the water and sewer infrastructure — were also greatly impacted, especially the aging systems. A 6,600 LF section consisting of RCP and rounded bottom box culvert required a fully structural restoration.

Solution: The variance in sizes and shapes called for using a versatile and advanced lining technology. QLS®, featuring GeoKrete® geopolymer, was the answer. Requiring only a small construction footprint, GeoKrete can be spin cast, spray-applied and troweled. In this situation all three methods were used to successfully restore the box culvert, without the need for digging and replacing.



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ADVANCED TRENCHLESS REPAIR AND RENEWAL SOLUTIONS FOR THE MUNICIPAL, INDUSTRIAL COMMERCIAL/RESIDENTIAL AND GEOTECH MARKETS

At Vortex, we believe the world needs more resilient and sustainable water and sewer infrastructure. As a **global provider of trenchless infrastructure products and services,** it's our job to think big because there is no single, or simple, solution to solving aging and failing infrastructure.

We specialize in developing trenchless construction technologies and application systems to **cost-effectively repair, renew or replace** damaged municipal, industrial and commercial infrastructure. **All Vortex Products** are carefully designed, tested, and developed to permanently restore and rehabilitate your water and sewer infrastructure without the need for digging.

- **Coatings & Materials**
- **Geopolymer Lining Systems**
- **Rehab Equipment**
- **UV CIPP Systems**
- **CIPP Lining Materials**
- **Pipe Sensors & Software**
- **Sewer Rehab Robots**
- **Small Diameter Vertical & Lateral Solutions**



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Proven trenchless rehabilitation solutions.

VORTEX products

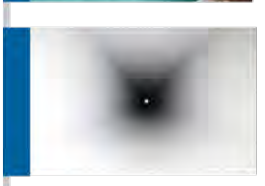
Look to Vortex for industry leading products to solve the broadest range of infrastructure repair, renewal or protection challenges.



COATINGS / MATERIALS

Choose from fully structural geopolymer mortars and cements to 100% solids epoxies, foam grouts, and patching materials for corrosion resistance and leak stoppage.

- GeoKrete® Geopolymer
- Epoxies & Polymerics
- Hybrid Cements & Patching Materials
- Polyurethane Grouts
- Industrial Coatings & Sealers



GEOPOLYMER LINING SYSTEMS

Fully structural and extremely corrosion-resistant, a spin or spray-applied system for large diameter sewer and storm rehab.

- Pipe Size: 36" and up
- Concrete, CMP, Brick, Stone, Steel, Etc.
- Featuring GeoKrete® Geopolymer



REHAB EQUIPMENT

Designed by applicators, for applicators. Our design team started in the field and used this experience to build superior equipment.

- Mortar Rigs
- Small Diameter Lining Trailers
- Pipeline Robotics Trailers
- Epoxy / Polymeric Rigs
- OneGun® — dual component cartridge gun



UV CIPP SYSTEMS

Your single source for advanced UV CIPP curing equipment, UV liners, UV resins, technical expertise and training.

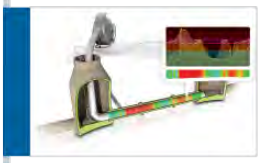
- UV Curing Systems — 6"-80"
  Cable Drum
  Light Chains
- UV Liners 6"-24", installation ready
- UV Resin Systems



CIPP LINING MATERIALS

We formulate, manufacture and supply a full line of high-performance CIPP resins and liners tailored to meet your CIPP performance specs.

- United Felts liners: Felt, Glass-Reinforced Felt, UV, & EnviroCure®
- Quad-Cure® Resins: standard, quick, extended and UV options



PIPE SENSORS & SOFTWARE

The VeriCure® Curing Monitoring System verifies the CIPP curing process for improved QA/QC.

- Turnkey CMS solution
- Continuous temperature monitoring
- Easy to use, verifies curing process
- Reduces risk of CIPP liner failure



SEWER REHAB ROBOTIC SYSTEMS

For pipe and laterals, we lead the country in sewer robotic and accessory sales, service, and training. We also offer premium cutters and other robotic tools for the most demanding jobs.

- Schwalm Talpa 1330 or 2060
- AccuPower® HP water blaster
- Cutting heads, chisels, jetters, etc.
- Only US based service center



SMALL DIAMETER LINING EQUIPMENT & MATERIALS

Choose from a broad range of MaxLiner® and Picote products for vertical and lateral cleaning and repairs.

- Resin & liners
- Drums, shooters, calibrators, cutters
- Millers, chains, & grinders
- United Point Repair

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2. DESCRIBE HOW SUPPLIER PROPOSES TO DISTRIBUTE THE PRODUCTS/SERVICE NATIONWIDE.

Through our nationwide, strategically positioned locations, we are able to provide services and deliver products in a timely and cost-effective manner. This includes all 50 states and Canada.

3. DESCRIBE HOW PARTICIPATING AGENCIES ARE ENSURED THEY WILL RECEIVE THE MASTER AGREEMENT PRICING.

Each work order that is requested by our client is distributed to our estimating team. The estimators are highly trained and experienced professionals who perform detailed project takeoff. That is then matched to a specific contract bid pricing sheet. This is ultimately reviewed by our Regional Vice President. There are also additional levels / layers of approval once it reaches a certain threshold to ensure accuracy.

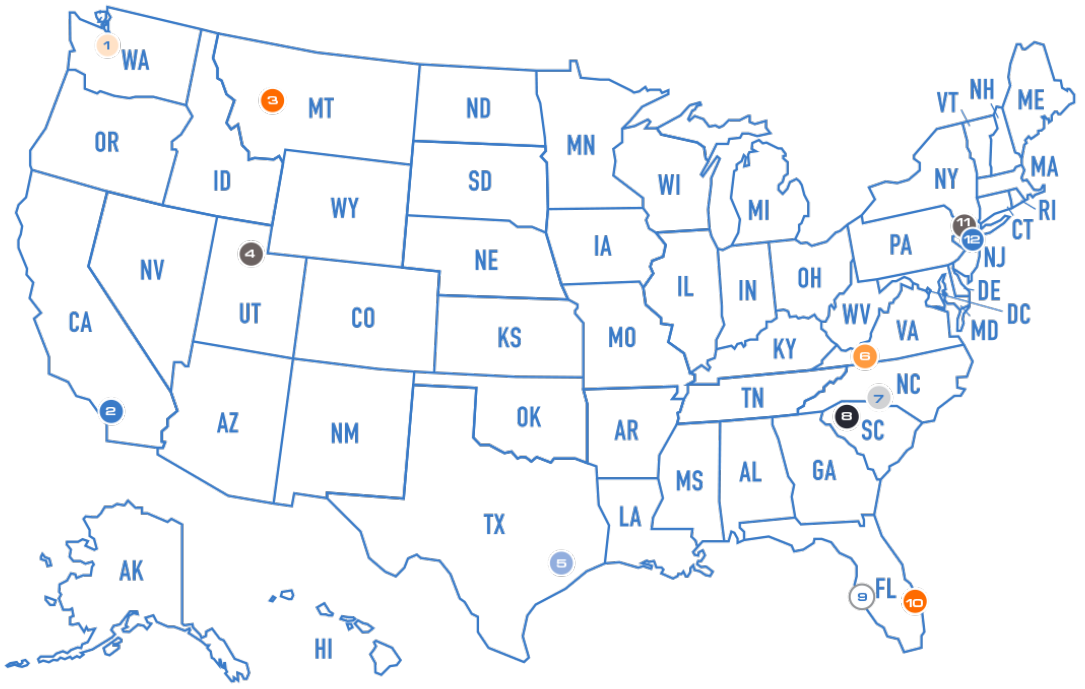
4. IDENTIFY ALL OTHER COMPANIES THAT WILL BE INVOLVED IN PROCESSING, HANDLING, OR SHIPPING THE PRODUCTS/SERVICE TO THE END USER.

All contracts and purchase orders will be managed through Vortex Services, LLC. While we operate under a larger parent company with multiple business units, what sets us apart is our streamlined approach — we provide a single point of contact and a direct line of communication to meet our clients' needs efficiently and effectively.

5. PROVIDE THE NUMBER, SIZE AND LOCATION OF SUPPLIER'S DISTRIBUTION FACILITIES, WAREHOUSES AND RETAIL NETWORK AS APPLICABLE.

DEPOT LOCATIONS

VORTEX



1 — **WA - SUMNER DEPOT**
13712 24th St. | Suite C103 | Sumner, WA 98390

2 — **CA - HUNTINGTON BEACH DEPOT**
5841 Engineer Dr. | Huntington Beach, CA 92649

3 — **MT - HELENA UNITED WETOUT™ & DEPOT**
3400 Centennial Drive | Helena, MT 59601

4 — **UT - SANDY DEPOT**
564 W 9320 S | Sandy, UT 84070

5 — **TX - HOUSTON UNITED WETOUT™ & DEPOT**
14151 Interdrive West | Houston, TX 77032

6 — **VA - UNITED FELTS, UNITED WETOUT® & DEPOT**
450 College Ave. | Martinsville, VA 24112

7 — **NC - CHARLOTTE MAXLINER® WAREHOUSE & DEPOT**
7606 Whitehall Executive Center Dr. | Suite 400 | Charlotte, NC 28273

8 — **SC - GREENVILLE DEPOT**
17 AD Asbury Rd. | Greenville, SC 29605

9 — **FL - RIVERVIEW DEPOT**
3180 S Falkenburg Rd. | Riverview, FL 35789

10 — **FL - FT. PIERCE UNITED WETOUT™ & DEPOT**
4750 Magnum Drive | Ft. Pierce, FL 34981

11 — **NJ - NEWFOUNDLAND UNITED WETOUT™ & DEPOT**
650 Green Pond Road | Newfoundland, NJ 07435

12 — **NJ - FREEHOLD DEPOT**
210 Bennett Rd. | Freehold, NJ 07728

1-855-WHYDIG1 | sales@vortexcompanies.com | www.vortexcompanies.com

Marketing and Sales

1. DESCRIBE ANY PORTIONS OF THE RESPONSE THAT SHOULD NOT BE AVAILABLE ON THE WEBSITE AND WHY THOSE PORTIONS SHOULD NOT BE AVAILABLE.

Due to the sensitive nature of this information, Vortex does not disclose customer, financial, or pricing data during the proposal stage. This information may be provided upon award of the contract.

2. PROVIDE A DETAILED NINETY-DAY PLAN BEGINNING FROM AWARD DATE OF THE MASTER AGREEMENT DESCRIBING THE STRATEGY TO IMMEDIATELY IMPLEMENT THE MASTER AGREEMENT AS SUPPLIER'S PRIMARY GO TO MARKET STRATEGY FOR PUBLIC AGENCIES TO SUPPLIER'S TEAMS NATIONWIDE.

Mission

To increase sales through the strategic deployment and promotion of our partnership with OMNIA Partners, including selling in greater efficiencies and volume by introducing current customers and leads to the Master Agreement and procurement process, as well as tapping new customer segments through OMNIA Partners' membership.

Goals

- *Internal Education* – Ensure our internal sales and marketing team, as well as other customer-facing personnel, understand and advocate for procurement through our OMNIA Partners contract.
- *External Education* – Inform the market (both public and private customers) about the benefits and value of cooperative purchasing through OMNIA Partners, and ensuring they know Vortex is an active solutions provider.
- *Market Leadership* – Enhance Vortex's standing and reach. Vortex is the fastest growing global trenchless solutions provider in the world; allying ourselves with a trusted organization like OMNIA Partners increases credibility and market reach, ensuring our reputation keeps pace with our growth.
- *Support Revenue Growth* – All marketing and sales strategies will be designed, developed, and executed with one clear purpose: to drive awareness, generate inquiries, and create opportunities for the sales team to deliver affordable, effective trenchless solutions to OMNIA Partners members.

Team

Vortex's marketing is led by Bo Sims, Chief Marketing Officer, and Kit Jones, Vice President of Communications. The team brings over 50 years of combined experience to this effort, with demonstrable expertise in marketing to wastewater, water and infrastructure customers. The team is well prepared to develop, execute, and deliver on this marketing plan.

Furthermore, Executive leadership, including CEO and Founder Mike Vellano and COO Ryan Graham, are fully committed to the success of our partnership with OMNIA Partners and will advocate for it internally and externally, ensuring complete buy in at all levels.

Audience

Our OMNIA Partners contract will be promoted to the full range of our trenchless rehabilitation market:

- Private construction, water and wastewater contractors
- Public and private water and wastewater utilities
- Federal, state, and local government agencies

Tactics

Upon award of the OMNIA Partners Master Agreement, Vortex Companies will deploy 90-day plan that includes a diverse arsenal of marketing capabilities to achieve the mission and goals outlined above, including but not limited to:

- *Digital Channels* – Social Media; email; targeted display, banner and search ads; company website; webinars; digital media outlets
- *Print Outlets* – Press Releases; ads in local and national industry publications; earned and contributed media coverage
- *In-person Events* –Tradeshows, technical presentations and trainings, open houses

- *Word-of-Mouth* – Informed and supportive sales staff, executive advocacy

Campaign Timeline and Deliverables

One Week Before Announcement

- Delivery of brand assets (logo, boilerplate content, links, and keywords) for OMNIA Partners website contract search and ecommerce platform

Announcement Day

- Vortex Companies will publish a press release announcing the Master Agreement with OMNIA Partners, featuring quotes from key leadership and highlighting the benefits of the partnership to customers. The press release will be posted on the company site news channel (https://vortexcompanies.com/news/), shared on company social channels (LinkedIn, Instagram, Facebook), and posted on PR Newswire to ensure distribution to industry media outlets.
- The social media announcement will be shared by at least three members of the executive team, ensuring broad reach and a clear message of endorsement.

First 30 Days

- OMNIA Partners will be added to the list of providers on our procurement partners page (https://vortexcompanies.com/services/procurement/). Section will include logo, content, link to OMNIA Partners site, and a custom flyer.
- We will launch a custom landing page exclusively featuring our partnership with OMNIA Partners. The landing page will include OMNIA Partners standard logo; the original request for proposal; Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; Summary of Products and pricing; links to the press release, flyers, and other marketing materials; link to OMNIA Partners website; a toll-free number (1-800-VTX-OMNIA) and email address for OMNIA Partners; a form to contact Vortex; and additional information about our solutions and the benefits of cooperative purchasing through Vortex and OMNIA Partners.

Second 30 Days

- Design, publication and distribution of co-branded marketing materials. These will include an informational flyer, addition of OMNIA Partners to existing procurement materials and brochures, and co-branded line cards and catalogs.

Third 30 Days and Ongoing

- Vortex commits to attend the NIGP Annual Forum, NPI Conference, Regional NIGP Chapter Meetings, Regional Cooperative Summits, and other relevant industry trade shows and events. Table toppers featuring our collaboration with OMNIA Partners will be developed for key events, and co-branded line cards and print materials will be distributed to booth visitors.
- We'll also leverage these events further by holding education sessions, and targeting entities and agencies best suited for cooperative procurement programs.
- After the initial announcement, we'll schedule monthly social media posts informing customers about our partnership, touting the benefits of procurement, and directing them to additional information online.
- Quarterly promotional emails will be distributed to key market segments in our contact database, educating them about OMNIA Partners and the procurement process.
- Ongoing digital banner ads will retarget members of the National Rural Water Association (NRWA) as well as other industry related online platforms with information about the OMNIA Partners and the procurement process.
- A minimum of two print ads per year, to be rotated among leading industry publications, will be co-branded with OMNIA Partners promoting the program's virtues and benefits.
- A presentation detailing the benefits of procurement through OMNIA Partners will be developed by the marketing team, and for use by the sales team, at training events, company open houses, industry lunch & learn sessions, webinars and educational sessions.

3. PROVIDE A DETAILED NINETY-DAY PLAN BEGINNING FROM AWARD DATE OF THE MASTER AGREEMENT DESCRIBING THE STRATEGY TO MARKET THE MASTER AGREEMENT TO CURRENT PARTICIPATING PUBLIC AGENCIES, EXISTING PUBLIC AGENCY CUSTOMERS OF SUPPLIER, AS WELL AS TO PROSPECTIVE PUBLIC AGENCIES NATIONWIDE IMMEDIATELY UPON AWARD.

i. A complete Vortex Companies logo suite, service and product content, and keyword list will be provided.

ii. Press Release will be posted (and archived) on the Vortex site the same day it hits the newswire. See Marketing Tactic section at the end of Marketing & Sales (SAMPLE 1 - Press Release & SAMPLE 2 - Social Media Posts)

iii. A dedicated website landing page detailing the value of the OMNIA Partners program will be built and accessible through our company website. See Marketing Tactic section at the end of Marketing & Sales (SAMPLE 3 - Landing Page)

iv. We will support the agreement by producing a co-branded brochure highlighting our products and services available through the network. See Marketing Tactic section at the end of Marketing & Sales (SAMPLE 4 - Flyer)

v. A co-branded Tabletop booth will be designed and produced for OMNIA Partners and supplier specific shows. See Marketing Tactic section at the end of Marketing & Sales (SAMPLE 5 - Table Top Booth)

vi. We plan to add additional co-branded marketing support elements such as presentations, and print and digital ads (as shown) will be produced and strategically used to promote the Vortex / OMNIA Partners relationship. We will include the OMNIA Partners website domain on all reference materials. See Marketing Tactic section at the end of Marketing & Sales (SAMPLE 6A - PowerPoint Slide & SAMPLE 6B - Ads)

vii. Dedicated OMNIA Partners page on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website
- A dedicated toll-free number and email address for OMNIA Partners: 1-800-VTX-OMNIA

4. DESCRIBE HOW SUPPLIER WILL TRANSITION ANY EXISTING PUBLIC AGENCY CUSTOMERS' ACCOUNTS TO THE MASTER AGREEMENT AVAILABLE NATIONALLY THROUGH OMNIA PARTNERS.

Vortex plans on utilizing the OMNIA Partners contact to leverage existing clients as well as to seek out new and potential clients. We have a well-positioned, extremely talented, multi-level, and strategic sales team. They will begin targeting clients from day one.

5. ACKNOWLEDGE SUPPLIER AGREES TO PROVIDE ITS LOGO(S) TO OMNIA PARTNERS AND AGREES TO PROVIDE PERMISSION FOR USE IN MARKETING COMMUNICATIONS AND PROMOTIONS.

Vortex agrees to provide its logos to OMNIA Partners for use in marketing communications and promotions.

6. CONFIRM SUPPLIER WILL BE PROACTIVE IN DIRECT SALES OF SUPPLIER'S GOODS AND SERVICES TO PUBLIC AGENCIES NATIONWIDE AND THE TIMELY FOLLOW UP TO LEADS ESTABLISHED BY OMNIA PARTNERS.

Vortex will be proactive in the direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.

7. CONFIRM SUPPLIER WILL TRAIN ITS NATIONAL SALES FORCE ON THE MASTER AGREEMENT.

Ongoing Cooperative agreement training will be provided to our current sales team and any new hires during the contract term.

8. PROVIDE THE NAME, TITLE, EMAIL AND PHONE NUMBER FOR THE PERSON(S), WHO WILL BE RESPONSIBLE FOR:

i.	Executive Support:	Ryan Graham	Chief Operating Officer	(281) 639-3237	rgraham@vortexcompanies.com
ii.	Marketing:	Bo Sims	Chief Marketing Officer	(281) 300-3836	bsims@vortexcompanies.com
iii.	Sales:	Pete Dannenberg	Chief Revenue Officer	(815) 970-2592	pdannenberg@vortexcompanies.com
iv.	Sales Support:	Jake Soehn	Director of Product Sales	(309) 645-6254	jsoehn@vortexcompanies.com
v.	Financial Reporting:	Ashley Smith	Sales Admin Manager	(864) 546-8801	ashley.smith@vortexcompanies.com
vi.	Accounts Payable:	Shelly Knight	Accounts Payable Manager	(832) 514-3195	sknight@vortexcompanies.com
vii.	Contracts:	Jordan Sulsar	Contracts Manager	(214) 598-7396	jsulsar@vortexcompanies.com

9. DESCRIBE IN DETAIL HOW SUPPLIER'S NATIONAL SALES FORCE IS STRUCTURED, INCLUDING CONTACT INFORMATION FOR THE HIGHEST-LEVEL EXECUTIVE IN CHARGE OF THE SALES TEAM.

Vortex Services plans to leverage one of the largest and most experienced sales teams in the trenchless infrastructure industry to promote and implement the Master Agreement across North America. Our team includes a multilevel sales organization, focused on getting our materials placed into specifications, promoting our top-notch service execution team, as well as leveraging our training and technical support. Our sales organization is led by Peter Dannenberg, who boasts 15+ years of sales experience managing a team of 30+ seasoned sales professionals. Our dedicated sales professionals are strategically stationed throughout the United States and Canada, ensuring extensive market coverage and customer engagement.





10. EXPLAIN IN DETAIL HOW THE SALES TEAMS WILL WORK WITH THE OMNIA PARTNERS TEAM TO IMPLEMENT, GROW AND SERVICE THE NATIONAL PROGRAM.

An essential first step in launching the Master Agreement for OMNIA Partners is to equip our sales team with a deep understanding of its benefits and mechanics and prioritize target customers to set up meetings to discuss the newly awarded contract. Training will be ongoing, starting with an initial program introduction and setting expectations and followed by regular calls to share best practices and answer any questions. These sessions will help the team identify where and how the Master Agreement is being successfully utilized, while also sharing examples of cities across the country that have recognized this agreement as a compliant and efficient procurement method. We will also leverage OMNIA Partners' marketing resources and relationships to further amplify our outreach to municipal clients, procurement officers, and new prospects. With our structured training, experienced sales team, and our well-established client relationships, we are positioned for a fast and effective rollout.

11. EXPLAIN IN DETAIL HOW SUPPLIER WILL MANAGE THE OVERALL NATIONAL PROGRAM THROUGHOUT THE TERM OF THE MASTER AGREEMENT, INCLUDING ONGOING COORDINATION OF MARKETING AND SALES EFFORTS, TIMELY NEW PARTICIPATING PUBLIC AGENCY ACCOUNT SET-UP, TIMELY CONTRACT ADMINISTRATION, ETC.

Our internal team of contract managers, experienced in cooperative purchasing, is dedicated to the efficient and precise management of all necessary documentation. Their thorough knowledge and attention to detail ensures timely processing throughout the term of the agreement.

12. STATE THE AMOUNT OF SUPPLIER'S PUBLIC AGENCY SALES FOR THE PREVIOUS FISCAL YEAR.

The requested information is considered sensitive and proprietary. We have provided our reference list, listing several of our clients and projects/purchases. However, if Vortex is identified as the lowest responsive and responsible bidder, we will provide the requested details promptly upon notification.

13. DESCRIBE SUPPLIER'S INFORMATION SYSTEMS CAPABILITIES AND LIMITATIONS REGARDING ORDER MANAGEMENT THROUGH RECEIPT OF PAYMENT.

Vortex leverages multiple ERP systems across our services and manufacturing operations to ensure seamless management of quoting, purchase orders, project tracking, invoicing, and close-out processes.

14. PROVIDE THE CONTRACT SALES (AS DEFINED IN SECTION 12 OF THE OMNIA PARTNERS ADMINISTRATION AGREEMENT) THAT SUPPLIER WILL GUARANTEE EACH YEAR UNDER THE MASTER AGREEMENT FOR THE INITIAL THREE YEARS OF THE MASTER AGREEMENT ("GUARANTEED CONTRACT SALES")

[redacted]

15. THE FOLLOWING OPTIONS ARE AVAILABLE WHEN RESPONDING TO A SOLICITATION FOR PRODUCTS COVERED UNDER THE MASTER AGREEMENT:

In many cases, we are able to stay with the Master Agreement pricing, especially if it involves standard requests for stock items such as equipment, and consumables. As it relates to services, it is truly a case-by-case situation as project parameters and market conditions may dictate a different approach. Our sales team is constantly searching nationally for upcoming projects, contacting engineering firms, and getting in front of our clients. Not only to educate them on the latest technologies and products that we offer but also offer an additional "design build" approach. We offer an IDIQ style approach by also acting as an engineer to help identify, prioritize, and execute rehabilitation programs efficiently and under budget.

Marketing Tactic, Sample 1

PRESS RELEASE

Media Contact: Kit Jones
713-269-2333
kitj@vortexcompanies.com

FOR IMMEDIATE RELEASE

Vortex Services Partners with OMNIA Partners to Expand Access to Trenchless Infrastructure Solutions

[Houston, TX] — [Date] — Vortex Services, a leading provider of trenchless infrastructure rehabilitation solutions, is proud to announce a strategic partnership with OMNIA Partners, the nation's most experienced and trusted cooperative purchasing organization for public and private sector procurement.

Through this partnership, OMNIA Partners members will gain streamlined access to Vortex's full suite of innovative trenchless technologies and services—including cured-in-place pipe (CIPP) lining, manhole rehabilitation, cleaning and CCTV inspection, and advanced robotic cutting. Designed to extend the life of aging water and wastewater systems with minimal disruption, Vortex's solutions are now available through a competitively solicited and publicly awarded contract vehicle.

"Partnering with OMNIA Partners allows us to serve a broader network of public agencies and private organizations looking for cost-effective, efficient infrastructure rehabilitation options," said Mike Vellano, CEO of Vortex Companies. "We're removing the barriers to procurement by providing direct access to our services through a trusted national cooperative."

The contract enables OMNIA Partners members—ranging from municipalities and utilities to schools, universities, and corporations—to bypass the lengthy bidding process while ensuring compliance, transparency, and competitive pricing. Vortex Services will manage all contract fulfillment through Vortex Services LLC, providing a single point of contact for consistency and accountability across all projects.

"Our mission has always been to make trenchless infrastructure solutions more accessible and more affordable," said Ryan Graham, COO of Vortex Companies. "This partnership aligns with that mission and enables our team to quickly deliver the resources and support OMNIA Partners members need."

With more than 175 directly employed field professionals, a large fleet of company-owned equipment, and a strong supply chain network through it family of sister companies, Vortex Services is positioned to meet demand at scale—delivering safe, sustainable solutions across the United States.

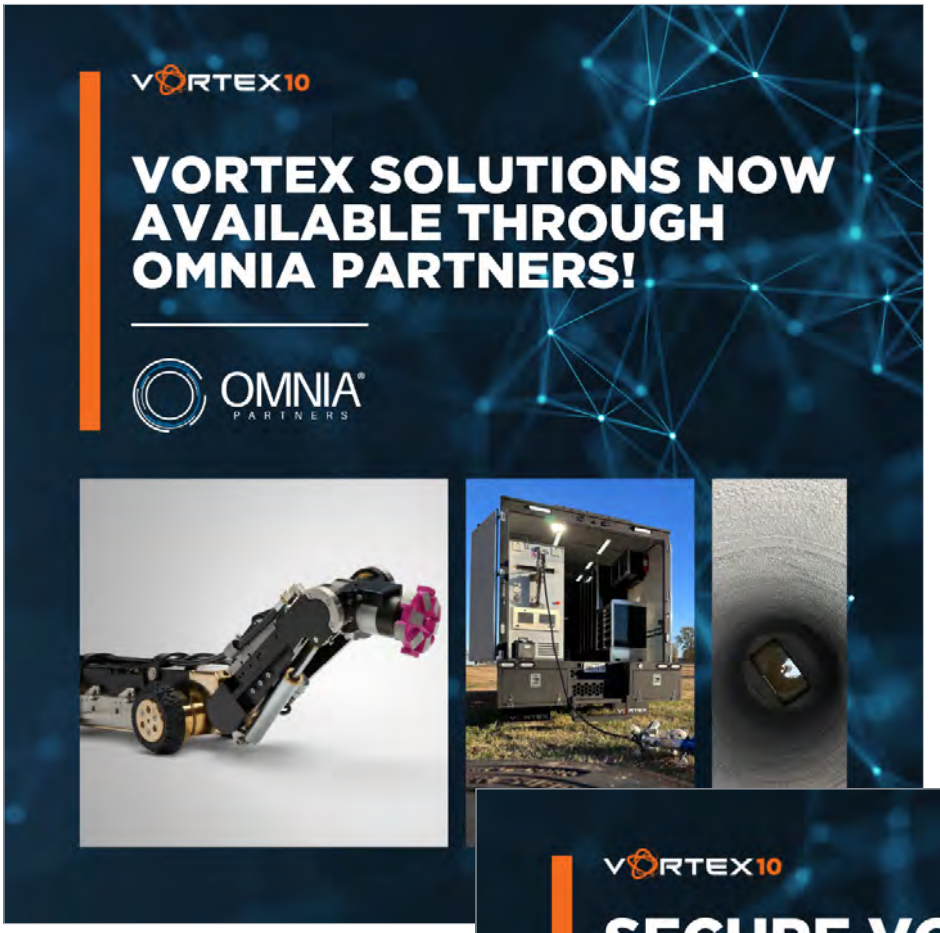
About Vortex Services

Vortex Services, a division of Vortex Companies, specializes in trenchless rehabilitation and infrastructure renewal solutions. From pipeline repair and manhole rehab to advanced technologies and field services, Vortex is committed to delivering quality, innovation, and long-term value to clients across North America. Operating across 27 locations worldwide, Vortex is committed to delivering innovative, cost-effective infrastructure renewal solutions, backed by experienced and highly trained personnel. For more information, visit www.vortexcompanies.com.

About OMNIA Partners

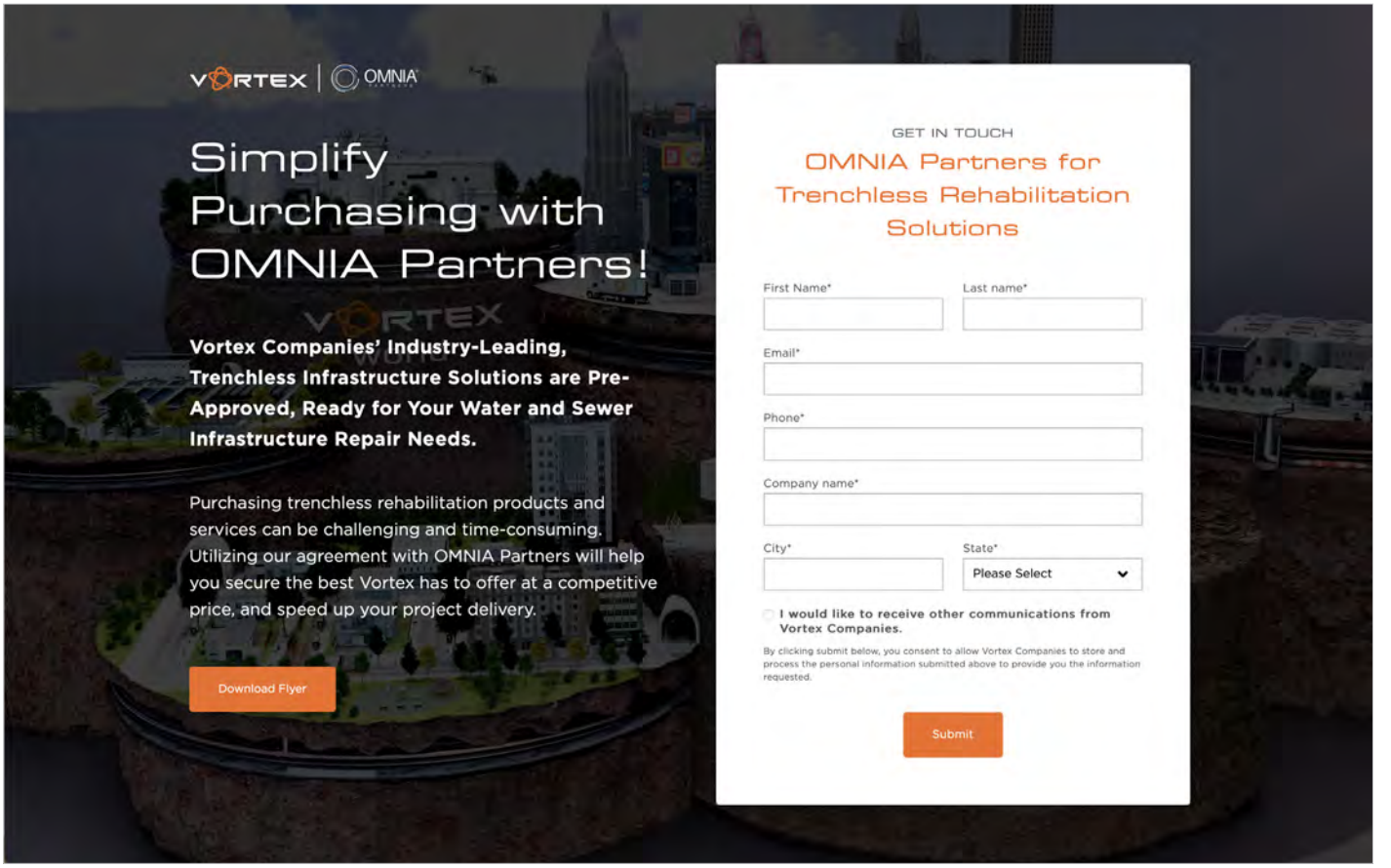
OMNIA Partners is the largest and most experienced cooperative purchasing organization dedicated to public and private sector procurement. Its vast portfolio of competitively solicited contracts connects participating agencies and organizations with world-class supplier partners, driving efficiency, compliance, and cost savings.

Marketing Tactic, Sample 2





Marketing Tactic, Sample 3



https://insights.vortexcompanies.com/omnia-partners

Marketing Tactic, Sample 4





Marketing Tactic, Sample 5



Marketing Tactic, Sample 6A



Marketing Tactic, Sample 6B





Ability to Perform

1. PROVIDE AVAILABLE ORDERING METHODS (ONLINE ORDERING, ORDER TRACKING, SEARCH OPTIONS, ORDER HISTORY, ETC.)

Through our ERM we are able to provide our clients with tools such as order history, order tracking and search options.

2. WHAT IS SUPPLIER'S AVERAGE ON TIME DELIVERY RATE?

Vortex Products partners with several delivery providers to ensure timely support across the U.S., Canada, and worldwide. We have strategically established supply and manufacturing warehouses in various regions to reduce shipping and delivery time and costs. We also keep many products in stock to support our customers and reduce lead time.

3. DESCRIBE HOW SUPPLIER RESPONDS TO EMERGENCY ORDERS.

Vortex understands that emergency orders can happen unexpectedly and need immediate attention. We have a dedicated team in each division to prioritize, support, and respond quickly.

4. WHAT IS THE SUPPLIER'S AVERAGE FILL RATE?

Vortex consistently maintains a high standard of order fulfillment performance, in line with industry standards. We prioritize timely fulfillment and maintain stock in several areas throughout the United States to ensure efficient turnaround time.

5. DESCRIBE SUPPLIER'S RETURN AND RESTOCKING POLICY.

We will accept returns on a case-by-case basis. There will be no restocking fee. However, the client will be responsible for shipping the product back to the facility (or facilities) of origin.

6. DESCRIBE SUPPLIER'S ABILITY TO MEET SERVICE AND WARRANTY NEEDS.

All of Vortex's products meet or exceed industry standards for the life expectancy for the various products and technologies. We offer a standard 1-year industry warranty on all our products.

7. DESCRIBE ANY EXTENDED WARRANTY PROGRAMS OR SERVICE MAINTENANCE PROGRAMS.

We offer extended warranties on a case-by-case basis.

8. DESCRIBE SUPPLIER'S CUSTOMER SERVICE/PROBLEM RESOLUTION PROCESS AND ABILITY TO MEET THE ONE WORKING DAY RESPONSE TIME.

We take pride in our response time. We will acknowledge a request for a quote and will work diligently to turn around a responsible and accurate proposal. This may also include syncing with our in-house Engineering Team and / or Technical Director to provide additional design support to our Estimating Team. This ensures we estimate the proper solution for each specific project.

9. DESCRIBE SUPPLIER'S CONTRACT IMPLEMENTATION/CUSTOMER TRANSITION PLAN.

Vortex has a structured and collaborative approach to contract implementation/customer transition plan ensuring there is a smooth experience for all customers. We ensure there is a dedicated team upon award, customized onboarding dedicated to the specific needs of the customer, communication and training plan, systems to support the customer's account and ongoing support from Vortex's dedicated team.

10. DESCRIBE THE FINANCIAL CONDITION OF SUPPLIER.

Vortex is in a stable and healthy financial position, with a strong record of growth, profitability, and responsible fiscal management.

11. PROVIDE A WEBSITE LINK TO REVIEW WEBSITE EASE OF USE, AVAILABILITY, AND CAPABILITIES RELATED TO ORDERING, RETURNS AND REPORTING. DESCRIBE THE WEBSITE'S CAPABILITIES AND FUNCTIONALITY.

Vortex has an online platform to handle all of our client's procurement for materials, services, and equipment. Our goal is to provide an easily accessible online platform where all OMNIA Partners details can be found, available products and services can be researched, and allow customers to inquire about order delivery, timing or any unforeseen issue to be resolved.

This link is an example of what the landing page will look like and how it will function:
https://insights.vortexcompanies.com/omnia-partners

12. DESCRIBE THE SUPPLIER'S SAFETY RECORD.

Vortex maintains a safe and healthy environment for all employees, contractors and visitors. "We Are Safe" is one of our core values. We have a strong commitment to safety across all operations and believe that a strong safety culture leads to operational excellence.



13. DESCRIBE TECHNOLOGY USED TO SUPPORT THE CONTRACT.

Vortex is multifaceted and uses key technologies to support the contract. We evaluate and implement the most effective solutions based on customer needs, project scope, and operational efficiency.

4 References and Experience

1. PROVIDE A BRIEF HISTORY OF THE SUPPLIER, INCLUDING YEAR IT WAS ESTABLISHED AND CORPORATE OFFICE LOCATION.



Vortex Services, LLC

Vortex Services, LLC is a division within the Vortex family. Founded in 2015, the Vortex Companies is a collection of business segments with both a national and international footprint. As both a horizontally and vertically integrated business, the Company executes on its vision of providing a comprehensive suite of solutions that deliver quality engineered solutions, products and services that improve the efficiency, safety and long-term reliability of its client's assets. This unique approach allows the Company to effectively design, develop, manufacture and/or commercialize a wide variety of products and services for its broad customer base. The business segments, which represent the broader Vortex family, have origins dating back to 1972, and include some of the most respected, experienced and driven staff in each of their respective industry focuses. The following table outlines the business segments operating under the Vortex family of Companies.

VORTEX COMPANIES

- Vortex Services, LLC
- Vortex Products
- Schwalm USA
- Quadex®, LLC
- Pipe Vision, A Vortex Company
- Prism Contractors, A Vortex Company
- Vortex Lining Systems, LLC
- Vortex Industrial Solutions, LLC
- Vortex Europe GmbH
- Vortex UK
- Sancon Technologies, A Vortex Company
- Vortex TechnologiesUnited Felts, Inc.
- United Felts, A Vortex Company
- United Wetout™, A Vortex Comapny
- MaxLiner® USA, A Vortex Company
- Premier Pipe USA, A Vortex Company

GENERAL CONTRACTING LICENSES

The Vortex family of companies are registered General Contractors in 24 states. A list of state licenses for specific license information is available upon request.

1-855-WHYDIG1 | sales@vortexcompanies.com | www.vortexcompanies.com

VORTEX services

NUMBER OF YEARS IN BUSINESS

Vortex was founded in 2015, over the last 10+ years Vortex has grown tremendously both organically and through several strategic acquisitions. Through our acquisitions Vortex has acquired companies that were established as far back as 1972. An overwhelming majority of the personnel and companies that are represented underneath the broader Vortex portfolio have the experience that far outdate 2015.

OFFICERS OF COMPANY

- Michael Vellano, Chief Executive Officer
- Ryan Graham, Chief Operating Officer
- B.J. Kerstiens, Senior Vice President - Services
- Matthew Samford, Chief Financial Officer
- Pete Dannenberg, Chief Revenue Officer
- Bo Sims, Chief Marketing Officer

OFFICE LOCATIONS

Across both Vortex's Service and Product divisions, we currently have 13 offices spanning the United States. All include a fully-staffed and equipped office (administration, equipment, crews, materials) that will service each individual local contract's needs.

U.S. OFFICE LOCATIONS

Global Headquarters
18150 Imperial Valley Dr.
Houston, TX 77060
(713) 750-9081
info@vortexcompanies.com

Greenville, SC
17 AD Asbury Rd.,
Greenville, SC 29605
(713) 750-9081

Sandy, UT
564 W. 9320 S.
Sandy, UT 84070
(713) 750-9081

Atlanta, GA
2310 Parklake Dr. NE
Suite 530
Atlanta, GA 30345
Corp: (713) 750-9081

Helena, MT
3400 Centennial Dr.
Helena, MT 59601
Office: (406) 447-5050
Corp: (713) 750-9081

Greenville, SC
300 E Coffee Street,
Greenville, SC 29601
(713) 750-9081

Sumner, WA
13712 24th St. E.
Suite C103
Sumner, WA 98390
(253) 447-8026

Decatur, AL
1427 Southfield Dr. SE
Decatur, AL 35603
Corp: (713) 750-9081

Freehold, NJ
210 Bennett Road
Freehold, NJ 07728
Office: (732) 625-9300
Corp: (713) 750-9081

Livermore, ME
521 Federal Road
Livermore, ME 04253
(207) 897-3348

Tampa, FL
3180 S. Faulkenburg Rd.
Riverview, FL 33578
Office: (813) 626-0700
Corp: (713) 750-9081

Chesapeake, VA
2111 Smith Avenue
Chesapeake, VA 23320
(757) 366-9505

Huntington Beach, CA
5841 Engineer Dr.
Huntington Beach, CA 92649
(714) 891-2323

Richmond, VA
6020 Midlothian Tpke
Richmond, VA 23225
(877) 334 5557

Williamsburg, VA
1568 Manufacture Drive
Williamsburg, Virginia 23185
Corp: (713) 750-9081

1-855-WHYDIG1 | sales@vortexcompanies.com | www.vortexcompanies.com

2. DESCRIBE SUPPLIER'S REPUTATION IN THE MARKETPLACE.

As both a horizontally and vertically integrated business, the Company executes on its vision of providing a comprehensive suite of solutions that deliver quality engineered solutions, products and services that improve the efficiency, safety and long- term reliability of its client's assets. This unique approach allows the Company to effectively design, develop, manufacture and/or commercialize a wide variety of products and services for its broad customer base. We are well known, respected, and liked. We are highly regarded, not just in the U.S.A., but globally.

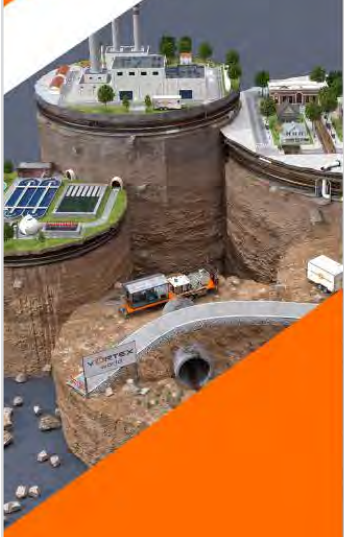
3. DESCRIBE SUPPLIER'S REPUTATION OF PRODUCTS AND SERVICES IN THE MARKETPLACE.

Vortex has earned a strong reputation in both the U.S. and international markets as a trusted provider of high-quality products and services. Our brand is well-recognized and respected for consistently delivering superior solutions, backed by exceptional customer support.

4. DESCRIBE THE EXPERIENCE AND QUALIFICATION OF KEY EMPLOYEES.

VORTEX

RG



INDUSTRY EXPERIENCE
15 Years

EDUCATION
- **University of Houston**
  Business Marketing



Ryan Graham

CHIEF OPERATING OFFICER

rgraham@vortexcompanies.com

PROFESSIONAL SUMMARY

As Chief Operating Officer, Ryan is focused on syncing Vortex's Products and Services divisions for greater cross-company efficiency. Ryan is a proven leader with a history of delivering innovative customer solutions. Due to the company's unique product and service contracting platform, Ryan works closely with both divisions to optimize internal partnering and cross-selling as well as customer and technical support.

With over 15 years of experience in the trenchless infrastructure rehabilitation and water/wastewater industries, Ryan started his career working for one of the largest privately held trenchless underground contractors in the U.S. Since joining Vortex at its inception in 2015, Ryan has held various roles across the company, and most recently served as Senior Vice President of Services. Within this role, Ryan focused on market expansion and internal growth of the company's extensive line of trenchless offerings. Ryan's history of driving strategic initiatives, managing cross-functional collaboration, and ensuring quality and compliance, makes him uniquely qualified for his current position of COO.

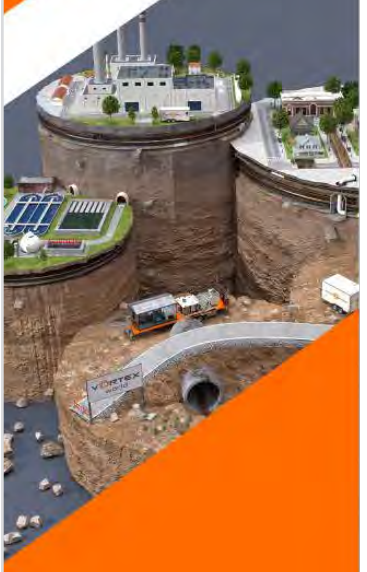
AREAS OF EXPERTISE

- **Employee Management**
- **Quality Control**
- **Value Engineering**
- **Stakeholder Coordination**

www.vortexcompanies.com

VORTEX

MS



INDUSTRY EXPERIENCE
15 Years

EDUCATION

- **Texas A&M University**
  B.S., Accounting
  2003
- **Texas A&M University – Mays Business School**
  Master of Science, Finance
  2003



Matthew Samford

CHIEF FINANCIAL OFFICER

msamford@vortexcompanies.com

PROFESSIONAL SUMMARY

As the Chief Financial Officer for Vortex Companies, Matt oversees the Corporate Finance and Accounting teams charged with managing the company's day-to-day fiscal operations.

Matt has over 20 years of professional accounting and finance experience and has been a licensed CPA in Texas since 2005. Prior to joining Vortex, Matt began his career at Deloitte before leaving the company as an Audit Manager. In 2016, Matt joined Vortex as Corporate Controller. His construction and Big 4 accounting background made Matt a tremendous asset and he was quickly promoted to the role of Executive Vice President of Finance before his eventual promotion to CFO. Matt lives in Spring, Texas with his wife and their three daughters.

CERTIFICATIONS / LICENSES

1. **CPA (retired)**

AREAS OF EXPERTISE

- **Financial Systems**
- **Accounting Management**
- **Compliance**

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VORTEX

BK



INDUSTRY EXPERIENCE
19 Years

EDUCATION

- **Middle Tennessee University**
  B.A.S., Concrete Industry Management, Business Management minor
  2006
- **U.S. Marine Corps Combat Engineer School**
  Concentration in Demolitions, Bridging, and Concrete
  1999



B.J. Kerstiens

SENIOR VICE PRESIDENT,
VORTEX SERVICES
bjkerstiens@vortexcompanies.com

PROFESSIONAL SUMMARY

As Senior Vice President of Vortex Services, B.J. develops innovative and cost-effective solutions for enhancing competitiveness, increasing revenue, and improving overall business performance. An efficient leader and team builder, B.J. also oversees project assignments and identifies potential growth opportunities.

With almost two decades of industry experience, B.J. demonstrates competency in project and operations management. He has a proven track record working in roles such as Operations Manager, Business Development Manager, and Senior Project Manager at Vortex.

AREAS OF EXPERTISE

- **Project Management**
- **Contract Management**
- **Employee Management**
- **Budgeting & Scheduling**

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VORTEX

PD



INDUSTRY EXPERIENCE
20 Years

EDUCATION
- University of Wisconsin - Madison



Peter Dannenberg

CHIEF REVENUE OFFICER

pdannenberg@vortexcompanies.com

PROFESSIONAL SUMMARY

As the Chief Revenue Officer Pete oversees the Vortex Services and Products sales teams. Pete is responsible for implementing best practices and integrating Vortex Services on a national scale. Pete's in-depth knowledge of the practical application and sales of specialty technologies in the trenchless infrastructure rehabilitation space has been a tremendous asset to the company's growth in the water and sewer technologies market.

Pete also served as SVP Technologies for four years, where he was instrumental in the growth of its sewer robotics, UV technologies, training and sales.

Prior to joining Vortex in 2020, Pete worked for several industry-leading sewer technology companies where he held positions of Regional Sales Manager and Lead Field Engineer. This ground-level experience, where he worked closely with contractors, gives him unique insight into their needs and expectations.

Pete is a graduate of the University of Wisconsin-Madison. When not traveling, he resides in Chicago, Illinois.

CERTIFICATIONS / LICENSES

1. Certified CMS System Operator
2. Certified UV Curing Technology Installer
3. Tap Cutter Institute Graduate
4. Schwalm Robotics System Trainer
5. NASSCO Certifications: Pipelines (PACP), Laterals (LACP), Manholes (MACP)

AREAS OF EXPERTISE

- Leadership Training
- Field Engineering
- Technical Training

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VORTEX





Bo Sims

CHIEF MARKETING OFFICER

bsims@vortexccompanies.com

PROFESSIONAL SUMMARY

Bo Sims serves as the Chief Marketing Officer for Vortex Companies, where he leads the organization's global marketing strategy across all divisions and affiliated brands. With more than 20 years of experience in the marketing and communications industry, Bo is a passionate and results-driven leader known for creating integrated brand experiences that resonate with customers and drive business impact.

At Vortex, Bo oversees the marketing programs for Vortex Services, Vortex Products, Vortex Technologies, MaxLiner, and United Felts, as well as the company's international brands including Vortex Europe, LDL, and the McAllister Group. His leadership ensures brand consistency, strategic alignment, and measurable performance across advertising, design, digital, and communication platforms.

Before joining Vortex, Bo was a founding principal at Tangelo, a full-service integrated marketing communications agency based in Houston. For 17 years, he helped guide brand development and strategy for clients across diverse industries. Prior to Tangelo, he held key positions at leading advertising agencies in both Houston and San Marcos, Texas.

Bo is a graduate of Texas State University, holding a BBA in Business Administration and Management. He also completed general studies at Trinity University. His extensive background in business and creative marketing makes him a vital part of the Vortex leadership team, driving growth and innovation across a global platform.

AREAS OF EXPERTISE

1. **Strategic Planning**
2. **Brand Development**
3. **New Product Development**
4. **Digital Marketing**
5. **Copywriting**
6. **Creative Direction**

MARKETING EXPERIENCE
20 Years

EDUCATION

- **Texas State University**
  BBA - Business & Management
- **Trinity University**
  General Studies

www.vortexcompanies.com

5. DESCRIBE SUPPLIERS' EXPERIENCE WORKING WITH THE GOVERNMENT SECTOR.

Vortex has experience working with federal, state and local agencies across the U.S. and Canada. We understand the contract participation and implementation needed. We understand the requirements of the government sector involving budget restraints, procurement compliance, accountability, and timely project execution.

6. DESCRIBE ANY SOCIAL DIVERSITY INITIATIVES.

Vortex is a Equal Opportunity Employer who is committed to promoting social diversity and inclusion across all areas of our business. We consistently meet project bid requirements to utilize Small Business Enterprise, Women Business Enterprise, Disadvantaged Business Enterprise, and Minority Business Enterprise, and Historically Underutilized Businesses when requested. We have many social diversity subcontractor partners across the United States that help ensure the success of our projects.

7. DESCRIBE PAST LITIGATION, BANKRUPTCY, REORGANIZATION, STATE INVESTIGATIONS OF ENTITY OR CURRENT OFFICERS AND DIRECTORS.

Vortex has not been involved in any litigation, or bankruptcy, but has been gone through a reorganization of one of its affiliate companies as shown in Section 3, question 10.

8. PROVIDE A MINIMUM OF 5 CUSTOMER REFERENCES RELATING TO THE PRODUCTS AND SERVICES WITHIN THIS RFP. INCLUDE ENTITY NAME, CONTACT NAME AND TITLE, CONTACT PHONE AND EMAIL, CITY, STATE, YEARS SERVICED, DESCRIPTION OF SERVICES AND ANNUAL VOLUME.



5 Value Added Products and Services

1. PROVIDE ANY ADDITIONAL INFORMATION RELATED TO PRODUCTS AND SERVICES SUPPLIER PROPOSES TO ENHANCE AND ADD VALUE TO THE CONTRACT.

Vortex is committed to being a products and services supplier that aims to be a long-term partner, adding value throughout the duration of the contract. Vortex offers training and education programs, technical support & field expertise and account management to maximize value and client satisfaction.

2. PROVIDE ANY ADDITIONAL EQUIPMENT OFFERINGS: USED, PARTS, ACCESSORIES, SERVICE AND REPAIR, TRADE-INS, MAY BE INCLUDED BY PROVIDING A PRICING STRUCTURE FOR EACH OF THESE ITEMS.

Vortex offers a range of additional equipment-related products and services to support our solutions. Certain circumstances would allow for trade-in / trade –up scenarios and will be determined per each situation.

3. DESCRIBE ANY EQUIPMENT RECONDITIONING AND RECERTIFICATION OFFERINGS.

Certain circumstances would allow for trade-in or trade-up scenarios.

Vortex offers the highest technical support and certifications in the industry. We are constantly investing in our R&D as well as training our applicants in best practices to ensure the best final product.

6 Required Documents

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Vortex Services, LLC

Address 18150 Imperial Valley Drive
Houston, TX 77060

Phone 713-750-9081

Fax 1-833-247-7943

Contact

Signature

Jordan Sulsar
Printed Name

Contracts Manager
Position with Company

Official Authorizing Proposal

Signature

BJ Kerstiens
Printed Name

Sr VP - Services
Position with Company

Version April 15, 2025

Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Version April 15, 2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1324074

Date Filed:
06/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Vortex Services, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 14 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25-S942
REQUEST FOR PROPOSAL (RFP) FOR WATERWORKS MATERIALS, SERVICES, OPERATIONS AND RELATED SOLUTIONS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vortex Infrastructure Services, LLC	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is BJ Kerstiens, and my date of birth is 08/08/1980.

My address is 1814 Riverview Drive (street), Murfeesboro (city), TN (state), 37129 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 13th day of June (month), 2025 (year).

BJ Kerstiens

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.e02d6221

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, BJ Kerstiens, as an authorized representative of

Vortex Services, LLC, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

06/13/2025
Date

Version April 15, 2025

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Version April 2, 2025

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation*. The Offeror represents that—

(1) It □ will, ☑ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☑ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures*.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES BK Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

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(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES BK Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)
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The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES BK Initials of Authorized Representative of offeror

Offeror's Name: Vortex Services, LLC
Address, City, State, and Zip Code: 18150 Imperial Valley Drive, Houston, TX 77060
Phone Number: 713-750-9081
Fax Number: 1-833-247-7943

Printed Name and Title of Authorized Representative: BJ Kerstiens - Sr VP - Services
Email Address: bjkerstiens@vortexcompanies.com
Signature of Authorized Representative: 
Date: 06/13/2025

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

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is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES BK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

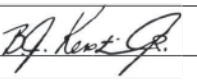
Offeror's Name:
Vortex Services, LLC

Address, City, State, and Zip Code:
18150 Imperial Valley Drive, Houston, TX 77060

Phone Number: 713-750-9081 Fax Number: 1-833-247-7943

Printed Name and Title of Authorized Representative:
BJ Kerstiens - Sr VP - Services

Email Address:
bjkerstiens@vortexcompanies.com

Signature of Authorized Representative:  Date: 06/13/2025

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

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1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-

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1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti- Kickback 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 FEMA.

iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering

Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

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b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §

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180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

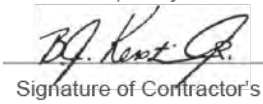
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Vortex Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

BJ Kerstiens - Sr VP - Services

Name and Title of Contractor's Authorized Official

06/13/2025

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

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16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

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Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Vortex Services, LLC

Address, City, State, and Zip Code:
18150 Imperial Valley Drive

Phone Number: 713-750-9081 Fax Number: 1-833-247-7943

Printed Name and Title of Authorized Representative:
BJ Kerstiens - Sr VP - Services

Email Address: bjkerstiens@vortexcompanies.com

Signature of Authorized Representative: 

Date: 06/13/2025

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Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Vortex Services, LLC

Organization Address: 18150 Imperial Valley Drive Houston, TX 77060

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☑ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Vortex Infrastructure Services, LLC	18150 Imperial Valley Drive, Houston, TX 77060

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

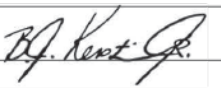
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	BJ Kerstiens	Title:	Sr VP - Services
Signature:		Date:	06/16/2025

DOC #2

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NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

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NON-COLLUSION AFFIDAVIT

State of Texas
County of Harris ss:

I, BJ Kerstiens (name of affiant) residing in Murfeesboro (name of municipality)
in the County of Rutherford and State of Tennessee of full age,
being duly sworn according to law on my oath depose and say that:

I am Senior VP - Services (title or position) of the firm of Vortex Services, LLC (name of firm)

_____ the bidder making this Proposal for the bid

entitled REQUEST FOR PROPOSAL (RFP) FOR WATERWORKS MATERIALS, SERVICES, OPERATIONS AND RELATED SOLUTIONS (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 14 ESC and OMNIA Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Vortex Services, LLC.

Subscribed and sworn to

before me this day

B.J. Kerst Jr.
Signature

June 16th, 2025

BJ Kerstiens
(Type or print name of affiant under signature)

Notary public of

My Commission expires 10/04/2028

(Seal)

JORDAN R SULSAR
Notary ID #135118496
My Commission Expires
October 4, 2028

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DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Vortex Services, LLC
Street: 18150 Imperial Valley Drive
City, State, Zip Code: Houston, TX 77060

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; X

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

06/16/2025
Date

B.J. Kent Jr. Sr VP - Services
Authorized Signature and Title

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DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

Version April 2, 2025

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Version April 2, 2025

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Version April 2, 2025

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Vortex Services, LLC		
Address:	18150 Imperial Valley Drive		
City:	Houston	State: TX	Zip: 77060

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	BJ Kerstiens	Sr VP - Services
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ Check here if the information is continued on subsequent page(s)

Version April 2, 2025

1-855-WHYDIG1 | sales@vortexcompanies.com | www.vortexcompanies.com

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

Version April 2, 2025

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Vortex Infrastructure Services, LLC Home Address: 18150 Imperial Valley Drive Houston, TX 77060	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 16th day of June, 2025

(Notary Public)

My Commission expires: 10/04/2028

(Affiant)

BJ Kerstiens - Sr VP - Services

(Print name & title of affiant)

(Corporate Seal)

JORDAN R SULSAR
Notary ID #135118496
My Commission Expires
October 4, 2028

Version April 2, 2025

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 25-S942 REQUEST FOR PROPOSAL (RFP) FOR WATERWORKS MATERIALS, SERVICES, OPERATIONS AND RELATED SOLUTIONS

VENDOR NAME: Vortex Services, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
_____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature BJ Kerstiens Jr. 06/16/2025
Date

BJ Kerstiens - Sr VP - Services
Print Name and Title

DPP Rev. 12.13.2021

Version April 2, 2025

DOC #7

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☑ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

B.J. Kerstiens Jr.	06/16/2025
Signature of Vendor's Authorized Representative	Date
BJ Kerstiens - Sr VP - Services	93-2569786
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vortex Services, LLC	713-750-9081
Vendor's Name	Vendor's Phone Number
18150 Imperial Valley Drive	1-833-247-7943
Vendor's Address (Street Address)	Vendor's Fax Number
Houston, TX 77060	bjkerstiens@vortexcompanies.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

Version April 2, 2025

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Version April 2, 2025

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	VORTEX SERVICES, LLC
Trade Name:	
Address:	210 BENNETT ROAD FREEHOLD, NJ 07728
Certificate Number:	2567854
Effective Date:	April 01, 2021
Date of Issuance:	April 01, 2021

For Office Use Only:

20210401132452198

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: BJ Kerstiens Title: Sr VP - Services

Signature:  Date: 06/16/2025



Certification 64856

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2021 to 15-JUL-2028

VORTEX SERVICES LLC
210 BENNETT ROAD
FREEHOLD NJ 07728

ELIZABETH MAHER MUOIO
State Treasurer

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 25-S942 REQUEST FOR PROPOSAL (RFP) FOR WATERWORKS MATERIALS, SERVICES, OPERATIONS AND RELATED SOLUTIONS

VENDOR NAME: Vortex Services, LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

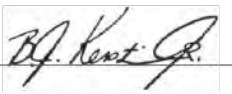
☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

06/16/2025
Date

BJ Kerstiens - Sr VP - Services
Print Name and Title

DPP Rev. 12.13.2021

Version April 2, 2025

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Vortex Holdco, LLC

2 Business name/disregarded entity name, if different from above.

Vortex Services, LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☑

5 Address (number, street, and apt. or suite no.). See instructions.

18150 Imperial Valley Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77060

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	3	–	2	5	6	9	7	8	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 01/01/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

VORTEX services

WWW.VORTEXCOMPANIES.COM
SALES@VORTEXCOMPANIES.COM

1-855-WHYDIG1
18150 IMPERIAL VALLEY DR.
HOUSTON, TX 77060

OMNIA® PARTNERS







RESOLUTION NO. 25XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE APPROVAL OF AN AGREEMENT FOR WATERWORKS MATERIALS, SERVICES, OPERATIONS AND RELATED SOLUTIONS TERM CONTRACT BETWEEN VORTEX SERVICES, LLC IN THE AMOUNT NOT TO EXCEED $369,008.40; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town conducted Night Flow Isolation testing to determine the infiltration and inflow (I/I) rates that were required to commission the Sanitary Sewer Evaluation Survey (SESS): and

WHEREAS, the Town received the Sanitary Sewer Evaluation Survey (SESS) on November 16, 2022; and

WHEREAS, the SSES identified three sanitary sewer collection sub basins that were non-compliant with the County's standard for allowable infiltration and inflow (I/I) of 5000 gallon per day per inch diameter mile; and

WHEREAS, the SSES further identified the sewer laterals that were defective and required repairs, such repairs to consist of the supply and installation of T liners to approximately 40 laterals in the Town's sewer sub basins A, B and D; and

WHEREAS, these repairs shall be performed in a timely manner that allows re-testing of the sewer sub basins during the months of June to November to establish compliance; and

WHEREAS, the Town has identified a contract between Vortex Services, LLC ("Vortex") and OMNIA Partners, Public Sector, Inc, as a desirable contract to piggyback; and

WHEREAS, staff wishes to have the piggyback contract approved and incorporated into an agreement with Vortex Services, LLC; and

WHEREAS, the Town Council hereby finds the Agreement for Waterworks Materials, Services, Operations and Related Solutions Term Contract, between the Town and Vortex, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED 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. Authorization of the Town Council. The Town Council hereby approves and authorizes the execution of the contract between the Town and Vortex, in substantially the form attached hereto as Exhibit A.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of November 2025.

By: _____
Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, Town Clerk

APPROVED AS TO FORM:

_____
Greenspoon Marder, LLP
Town Attorneys
By: Morris G. (Skip) Miller, Esq.

ITEM 8

TOWN OF BAY HARBOR ISLANDS
FINANCE DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Skip Miller, Town Attorney Evelyn Hebello, Town Clerk
FROM:	Tony Bryan, Finance Director
DATE:	November 12, 2025
SUBJECT:	Proposal for Police, Transportation Services, and Parks & Recreation Impact Fee Studies

RECOMMENDATION

Authorize the Town Manager to direct Atkins to perform Transportation, Police Services, and Parks and Recreation Impact Fee Studies as outlined in the attached Task Order.

BACKGROUND / ANALYSIS

Impact fees are one-time charges imposed by local governments on new development to cover the costs of infrastructure improvements such as roads, parks and public safety facilities. Per statute, the impact fees must be calculated based on the most recent and localized data available and must be supported by studies to ensure the fees are proportional to the impact of the new development. Essentially, they help ensure that the costs associated with growth are shared by developers rather than solely by existing taxpayers.

Local governments are required to maintain separate accounting for the impact fee collections and expenditures; and impact fees can only be used for funding new infrastructure necessitated by new development – rather than the maintenance or repair

of existing facilities. For purposes of expending impact fees, infrastructure includes police department vehicles and the equipment necessary to outfit the vehicles for official use.

The Town's Parks and Recreation Impact Fees were last reviewed and updated approximately 20 years ago. Currently the Town does not levy a Transportation Impact Fee or a Police Services Impact fee.

The Town has an agreement with Atkins North America, Inc (Atkins) for Engineering Consultant Continuing Services attached as **Exhibit 1**. Town staff is proposing to have Atkins perform Transportation, Police Services, and Parks and Recreation Impact Fee Studies as outlined in **Exhibit 2** under the terms of the Town's existing agreement with them.

Each impact fee study is estimated to take 6 weeks to complete at total cost of **$147,972.**

FINANCIAL ANAYSIS

The cost of these impact fee studies was not explicitly delineated in the FY2026 budget. If approved, we will bring back a budget resolution to appropriate the funding to cover the estimated costs which total $147,972.

ATTACHMENTS

1. Executed Agreement between the Town and Atkins North America, Inc
2. Proposed Scope of Work for Impact Fee Studies

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING ATKINS NORTH AMERICA, INC. TO PERFORM TRANSPORTATION, POLICE SERVICES AND PARKS AND RECREATION IMPACT FEE STUDIES IN ACCORDANCE WITH THE TOWN'S AGREEMENT WITH ATKINS NORTH AMERICA, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town previously entered into an agreement dated November 30, 2023 (the "Agreement") with Atkins North America, Inc.("Atkins"), pursuant to RFQ-5-1005-23-0-2023/FVR, for Atkins to provide engineering consulting services to the Town; and

WHEREAS, pursuant to the Agreement, the Town desires to engage Atkins to perform Transportation, Police Services and Parks and Recreation Impact Fee Studies as outlined in the Task Order attached hereto as Exhibit A (the "Task Order"); and

WHEREAS, the compensation to be paid to Atkins for such Task Order will not exceed $147,972, based upon the hourly rates to be paid to Atkins as provided in the Agreement; and

WHEREAS, the Town Council hereby finds that engaging Atkins to perform the work described in the Task Order, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Town hereby engages Atkins to perform the work described in the Task Order, in substantially the form attached hereto as Exhibit A, and said work is hereby authorized and approved.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 12 day of November, 2025.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver _____
Vice Mayor Stephanie Bruder _____
Council Member Teri D'Amico _____
Council Member Molly Diallo _____
Council Member Joshua Fuller _____
Council Member Eric Rappaport _____
Council Member Robert Yaffe _____

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
Isaac Salver, Mayor

Attest:

_____
Evelyn Herbello, MMC
Town Clerk

Approved as to form and legal sufficiency:

_____
Greenspoon Marder LLP
Town Attorneys
BY: Morris G. (Skip) Miller, Esq.

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 30 day of November 2023, by and between:

Town of Bay Harbor Islands a Florida municipality, (hereinafter referred to as "Town")

and

Atkins North America, Inc, a Florida Corporation, authorized to do business in the state Florida (hereinafter referred to as "CONSULTANT")

WHEREAS, the Town Council of the Town of Bay Harbor Islands Florida at its meeting of November,30 2023 authorized by motion the execution of this Agreement between CONSULTANT and Town authorizing the performance of Engineering Consultant Continuing Services, RFQ No. 5-1005-23-0-2023/FVR incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

1.1 AGREEMENT: Means this document between the TOWN and CONSULTANT dated November 30,2023, and any duly authorized and executed Amendments to Agreement.

1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.

1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that TOWN pay

identified amounts to the Contractor for services performed by the Contractor at the Project.

1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the TOWN authorizing a revision of this agreement between the TOWN and CONSULTANT that is directly related to the original scope of work or an adjustment in the original Agreement price or the Agreement time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the TOWN on any proposed Change Orders, for approval or other appropriate action by the TOWN.

1.5 TOWN: The Town of Bay Harbor Islands, a Florida municipality.

1.6 TOWN MANAGER: The Town Manager of the Town of Bay Harbor Islands, Florida.

1.7 COUNCIL: The Town Council of the Town of Bay Harbor Islands, Florida, which is the governing body of the TOWN government.

1.8 CONSTRUCTION COST: The total construction cost to TOWN of all elements of the Project designed or specified by CONSULTANT.

1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.

1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.

1.11 CONSULTANT: **Atkins North America, Inc** the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.12 AGREEMENTADMINISTRATOR: The (Dept. Director) for the Town of Bay Harbor Islands, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Agreement Administrator.

1.13 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with TOWN ("Agreement for Construction") to perform the construction services required to complete the Project.

1.14 DEPARTMENT DIRECTOR**:** The (Dept. Director) for the Town of Bay Harbor Islands.

1.15 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

1.16 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.

1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Agreement Administrator.

1.18 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

1.19 ORIGINAL AGREEMENTPRICE: The original bid and/or Agreement price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.

1.20 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.

1.21 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.

1.22 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders

at the TOWN's discretion.

1.23 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.

1.24 SPECIFICATIONS: The specifications referred to in this agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the Tow Engineer, Town of Bay Harbor Islands.

1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.

1.26 SUBSTANTIAL COMPLETION: The TOWN will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the Town.

1.27 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed Agreement prices in accordance with this Agreement between the TOWN and CONSULTANT.

1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the following professional services: Engineering Continuing Services as more specifically described in Exhibit "A," Scope of Services,

attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

3.2 TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Agreement Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the work. Notice to Agreement Administrator does not constitute authorization or approval by TOWN to perform the work. The TOWN shall not pay for any work that is not approved by the Agreement Administrator in writing. If CONSULTANT proceeds with said work without notifying the Agreement Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Agreement Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

4.2 CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Agreement Administrator.

ARTICLE 5
PRIORITY OF PROVISIONS

5.1 The Agreement Documents are intended to include all items necessary for the

proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Agreement Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to TOWN. The Agreement Documents are complementary, and wherever possible the provisions of the Agreement Documents shall be construed in such manner as to avoid conflicts between provisions of the various Agreement Documents. In the event of any inconsistency in the Agreement Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Agreement Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addendums or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: Town of Bay Harbor Islands Request for Qualifications **RFQ No. 5-1005-23-0-2023/FVR**.

Fifth priority: CONSULTANT's response to Town of Bay Harbor Islands Request for Qualifications # **RFQ No. 5-1005-23-0-2023/FVR**.

5.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Agreement Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6
TASK ORDERS

6.1 The Project will be divided into "Tasks."

6.2 Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task

Order shall be separately numbered and approved in accordance with this Agreement and all applicable TOWN code requirements.

6.3 Under all Task Orders and Projects, TOWN may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the TOWN, the following items:

6.3.1 Providing additional copies of reports, Agreement drawings and documents; and

6.3.2 Assisting TOWN with litigation support services arising from the planning, development, or construction.

6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the TOWN. The CONSULTANT must receive the approval of the Agreement Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.

6.5 If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the TOWN shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the TOWN, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the TOWN may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Council approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

6.6 ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

7.1 The initial Agreement term shall commence upon final execution of the Agreement by the Town and shall expire Two (2) years from that date. The Town reserves the right to extend the Agreement for Three (3) additional one(1) year terms providing all terms conditions and specifications remain the same, and such extension is approved by the Town.

In the event services are scheduled to end because of the expiration of this

contract, the Contractor shall continue the service upon the request of the Town as authorized by the awarding authority. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Agreement Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Agreement Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Agreement Administrator's review.

7.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.

7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the TOWN and the CONSULTANT as the services are requested and authorized by the TOWN.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described

in Section 9.1, no modification, amendment, or alteration to Exhibit “B” shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT’s estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

8.2 REIMBURSABLES

A. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Agreement Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT’s and subconsultants’ various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Agreement Administrator:

B. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval or further distribution. Documents, which are reproduced for CONSULTANT’s internal drafts, reviews, or other purposes, are not eligible for reimbursement.

C. Identifiable testing costs and special inspections approved by Agreement Administrator.

D. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

E. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).

8.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of TOWN's obligation to reimburse CONSULTANT for direct, non salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Agreement Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Agreement Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

8.3 METHOD OF BILLING

8.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

8.4 METHOD OF PAYMENT

8.4.1 TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form

and pursuant to instructions prescribed by Agreement Administrator.

8.4.2 TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

8.4.3 Payment are scheduled to be made by TOWN to CONSULTANT by Check.

8.4.4 Payment will be made to CONSULTANT at:

Atkins North America, Inc
800 NW 62nd Avenue Suite 700
Miami, FL 33126

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

9.1.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

9.1.2 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 8.

9.1.3 In the event a dispute between the Agreement Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Agreement Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Town Manager's decision shall be final and binding on the Parties for amounts in the aggregate under $100,000. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Dade County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.1.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

10.1 The CONSULTANT, following the TOWN's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the TOWN, assist the TOWN in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the TOWN and shall make a recommendation for any award based on the Town of Bay Harbor Islands Procurement Ordinance.

10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The TOWN recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

- In the event that the lowest "best value" bid, as such term is used in the Town of Bay Harbor Islands Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), CONSULTANT shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the TOWN may at its sole discretion, exercise any one or more of the following options: CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the TOWN;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the TOWN until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The TOWN may approve an increase in the Estimated Construction Cost of the Project;
- The TOWN may reject all bids or proposals and may authorize re-bidding;
- The TOWN may if permitted, approve a renegotiation of the Project within a reasonable time;
- The TOWN may abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or
- The TOWN may select as many deductive alternatives as may be necessary

to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within 10% of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the TOWN for such Services.

10.3 The CONSULTANT may be requested to provide the TOWN with a list of recommended, prospective proposers.

10.4 The CONSULTANT may be asked to attend all pre-bid / proposal conferences.

10.5 The CONSULTANT shall recommend any addenda, through the Agreement Administrator, as appropriate to clarify, correct, or change proposal /bid documents.

10.6 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.

10.7 The TOWN shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT .CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

10.8 The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.

10.8.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the TOWN which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the TOWN.

10.8.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the TOWN which would not be incurred without the Omission. So long as the total of those two numbers (Change

Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the TOWN shall not look to CONSULTANT for reimbursement for Errors and Omissions.

10.8.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

10.8.4 To obtain such recovery, the TOWN shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the TOWN.

10.8.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the TOWN's right to recover same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.

10.8.6 The Agreement Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under $100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Dade County, Florida.

ARTICLE 11
TOWN'S RESPONSIBILITIES

11.1 TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal, all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

11.2 TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

11.3 TOWN shall review the itemized deliverables/documents identified per Task Order.

11.4 TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not, and are subject to reuse by the TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the TOWN's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the TOWN and CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the TOWN for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the TOWN. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the TOWN from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever

possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN's request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate in the event TOWN or Agreement Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Agreement Administrator may provide a prior verbal stop work order if the Agreement Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the TOWN to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services which have not been performed.

12.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the TOWN of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Agreement to provide any goods or services to the Town, may not submit a bid on a Agreement with the Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Agreement with the Town, and may not transact any business with the Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Town purchase and may result in Contractor debarment.

12.7 SUBCONSULTANTS

12.7.1 CONSULTANT may sub-Agreement certain items of work to sub-consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the TOWN prior to sub-consultants proceeding with any work.

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Agreement Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

Terracon
M.G Vera & Associates, Inc
305 Consulting Engineers , LLC
Media Relations Group, LLC
MFG Consultants

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other P arty, and CONSULTANT shall not sub-Agreement any portion of the work required by this Agreement except as authorized pursuant to Section 12.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF TOWN

12.9.1 CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against TOWN by reason of any such claim or demand, CONSULTANT, shall, upon written notice from TOWN, resist and defend such action or proceeding by counsel approved by the TOWN.

12.9.2 To the extent considered necessary by Agreement Administrator and TOWN, any sums due the CONSULTANT under this Agreement may be retained by TOWN until all of the TOWN's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at TOWN's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against TOWN whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

12.10 LIMITATION OF TOWN'S LIABILITY

The TOWN desires to enter into this Agreement only if in so doing the TOWN can place a limit on the TOWN's liability for any cause of action arising out of this Agreement, so that the TOWN's liability for any breach never exceeds the sum of $1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the TOWN to any action or claim arising from the Agreement is limited to a maximum amount of $1,000.00 less the amount of all funds actually paid by the TOWN to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the TOWN shall not be liable to the CONSULTANT for damages in an amount in excess of $1,000.00, which amount shall be reduced by the amount actually paid by the TOWN to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the TOWN's liability as set forth in Section 768.28, Florida Statutes, or to extend the TOWN's liability beyond the limits established in said Section 768.28; and no claim or award against the TOWN shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the TOWN under the provisions of this Agreement.

12.11 INSURANCE

12.11.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The

Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

12.11.2 The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

12.11.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The Town and the Town's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the Town and the Town's officers, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than $2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability

12.12.4 Insurance Certificate Requirements

- **a.** The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- **b.** The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- **c.** In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- **d.** In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The Town shall be named as an Additional Insured on the general liability policy.

g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

h. On section "description of operations / locations / vehicles (attach acord 101, additional remarks schedule, if more space is required)" should read as flows:

TOWN OF BAY HARBOR ISLAND. IS INCLUDED AS ADDITIONAL INSURED

The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
Town of Harbor Islands
Procurement Services
9665 Bay Harbor Terrace
Town of Harbor Islands, FL 33154

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the Town and the Town's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town covering the Town, the Town's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the Town's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

ADDITIONAL COVERAGES REQUIRE

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the Town.

12.12 REPRESENTATIVE OF TOWN AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Agreement Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.12.2 CONSULTANT shall inform the Agreement Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignityherewith.

12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Agreement Administrator to change key staff. CONSULTANT shall provide Agreement Administrator with such information as necessary to determine the suitability of any proposed new key staff. Agreement Administrator will be reasonable in evaluating key staff qualifications.

If Agreement Administrator desires to request removal of any of CONSULTANT's staff, Agreement Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such person from representing themselves in any action or in any administrative or legal proceeding. In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, Council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the TOWN shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, Council, percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND TOWN EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the Town may enforce in the United States of America or in Canada or in both countries a judgment entered against CONSULTANT. CONSULTANT waives any and all defenses to the Town's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT'S response to the solicitation and each exhibit

referred to in this Agreement forms an essential part of this Agreement. The solicitation, CONSULTANT'S response, and exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 TWO ORIGINAL AGREEMENTS

This Agreement shall be executed in two (2), signed Agreements, treated as an original.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

With a copy to: Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace, FL 33154
Telephone: (305) 866-6241

Town Attorney
Town of Bay Harbor Islands
9665 Bay Harbor Terrace, FL 33154
Telephone: (305) 866-6241

CONSULTANT: **Thomas D. Titsworth**
Atkins North America, Inc
800 NW 62nd Avenue, Suite 700
Miami, FL 33126
Charlotte.maddox@atkinsglobal.com

12.28 ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and

licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums, by which the TOWN determines that Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within 1 year following the end of the contract.

12.33 EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith

efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Dade County, the Town of Bay Harbor Islands, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

12.36 PUBLIC RECORDS

Consultant shall:

1. Keep and maintain public records required by the Town in order to perform the service.

2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise 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 Agreement term and following completion of this Agreement if CONSULTANT does not transfer the records to the Town.

4. Upon completion of the Agreement, transfer, at no cost to the Town, all public records in possession of CONSULTANT or keep and maintain public records required by the Town to perform the service. If CONSULTANT transfers all public records to the Town upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the TOWN's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and

other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of Town and shall be delivered by CONSULTANT to the TOWN's Agreement Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the TOWN as provided herein.

12.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

12.41 HOLD HARMLESS AND INDEMNIFICATION.

All Proposers shall hold the Town, its officials, and its employees harmless and covenant not to sue the Town, its officials, and its employees in reference to the Town's decision to reject, award, or not award an RFQ, as applicable. Additionally, the selected Proposer shall indemnify, defend, and save harmless the Town, its officers, agents, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its Services under this RFQ, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer, agents, servants, or employees. The selected Proposer shall indemnify, defend, and hold harmless the Town and their agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Services described in the RFQ, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN

TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation

By: _____
MARIA LASDAY
Town Manager

ATTEST:

By: _____
YVONNE HAMILTON
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
GREENSPOON MARDER LLP
Town Attorney
By: JOSEPH S. GELLER, ESQ

WITNESSES:

Monica M. Vazquez
Print Name

C. Ernest Edgar, IV
Print Name Secretary

(CORPORATE SEAL)

Atkins North America, Inc, a Florida Corporation

By: _____

Print Name: Charlotte Maddox

Title: Vice-President

ATKINS NORTH AMERICA, INC. CORPORATE SEAL 1960 FLORIDA

STATE OF Florida:

COUNTY OF Hillsborough:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of November, 2023, by Charlotte Maddox as Vice-President for Atkins North America, Inc., a Flortida corporation authorized to conduct business in the State of Florida.

JENNIFER FOLEY
Notary Public - State of Florida
Commission # GG 930023
My Comm. Expires Mar 4, 2024
Bonded through National Notary Assn.

(Signature of Notary Public - State of Florida)

Jennifer Foley
(Print, Type, or Stamp Counciled Name of Notary Public)

Personally Known X OR Produced Identification_____ Type of Identification Produced: _

EXHIBIT A

SCOPE OF SERVICES

3.1 Purpose

The Town is seeking the services of a qualified consulting firm(s) to provide Professional Services related to a continuing contract for Civil Engineering Consultant Services. The following is a list of services that may be required on an as-needed basis as requested by the Town which will be authorized by individual Task Orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. Town shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform:

3.2 Scope of Services

The Town of Bay Harbor Islands is seeking to establish a pool of pre-qualified consultants in engineering disciplines. Generally, services for projects may include full design and construction contract document development; construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; bid/award support and concurrence; negotiation support; construction/contract administration services; construction phase field support services; inspections, construction observation and project progress documentation; post-occupancy surveys and related services; surveying; photographic and video-graphic project support; GIS and CADD project support; other data and information system project support, etc.

Multiple firms selected by the Town will provide professional services to the Town on an as-needed basis based upon work orders to be issued by the Town under the terms of their continuing contracts.

3.3 Work Standards

In providing professional services, Consultant(s) shall take all reasonable care which are industry standards or as defined in Florida Statutes or Florida Administrative Codes. Consultant(s) shall also provide all work product documentation including but not limited to; data, studies, surveys, drawings, maps, models, photographs, reports, designs, calculations, test results, etc., that shall become the property of the Town and shall be delivered to the Town.

3.4 Tasks

The scope of services to be provided by the Consultant in the functional areas listed above shall include, but not be limited to, the following:

a) Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates, within the functional areas of interest listed in this solicitation.
b) Prepare base maps, preliminary layouts, estimates of probable costs,

engineering analysis and alternatives as requested.

c) Submit construction documents as needed to the Town and other required agencies having an interest or jurisdiction over the project.
d) Review, analyze, and provide recommendations to utility budgets and capital improvement plans.
e) Provide updates on changes or proposed changes to laws/regulations that may impact Town's water resources and supply, treatment, distribution and storage, wastewater collection and treatment
f) Preform flood routing software modelling.
g) Prepare feasibility and conceptual planning documents.
h) Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
i) Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
j) Assist in the review and development of ordinances.
k) Provide public education/notification assistance.
l) Prepare short and long term planning documents, master plans, or provide input to the Town's master plans, capital improvement program, and maintenance needs.
m) Participate in construction administration as required by the Town.
n) Prepare formal or informal feasibility studies as necessary to assist the Town in responding capital improvement needs.
o) Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
p) Prepare legal descriptions, exhibits, and surveys.
q) Provide expert witness testimony.
r) Prepare appropriate permitting documents and obtain and/or assist the Town in obtaining permits from applicable agencies.
s) Represent the Town with regulatory agencies.
t) Prepare periodic project status reports.
u) Prepare and furnish bidding documents and assist the Town in the preparation of other related documents.
v) Attend bid openings, prepare bid tabulation sheets, and assist the Town in the evaluation of bids or proposals.
w) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
x) Participate in pre-construction conference as requested by the Town.
y) Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
z) Review and provide recommendations to request for information, request for changes, and claims to the Town arising during construction activities.
aa) Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the Town.

bb) Review as-built drawings provided by the construction contractor and provide written comments to the Town.
cc) Provide services related to construction management and inspections, and/or specialty inspection.
dd) Provide project management services and act as an extension of the Town's project management staff for the design, bidding, and construction management of municipal projects.
ee) Space Planning
ff) Architectural Design
gg) Interior Design
hh) Landscape Architecture
ii) ADA Analysis and Design
jj) Sustainable Design
kk) Building Performance Analysis
ll) Structural Design

The consultant or its sub consultants shall be familiar with different agency's permitting regulations and requirements and the Town's design criteria, standards and specifications.

3.5 Deliverables

The Town intends to contract with multiple firms. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will be assured to the retained consultant(s). All work products becomes the property of the Town. The Town reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

3.6 Schedule

Consultant recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Consultants receipt of an executed Task Order.

3.7 Town Infrastructure

a. Bridges – Given the Town's Island condition located in the Intracoastal Waterway, the Town owns and maintains a total of four (4) bridges.
    - The Broad Causeway Bascule Bridge (Connecting the West Island with the Broad Causeway Island)
    - The West Relief Bridge (Connecting the Town with the Town of North Miami)
    - The Waterway Bridge (Connecting the West and East Islands)
    - The Indian Creek Bridge (Connecting the Town with the Town of Surfside and Village of Bal Harbour)

b. Buildings – The Town owns and maintains two (2) buildings.

- The Town Hall Administration Offices at 9665 Bay Harbor Terrace. This building houses the Administration offices, the Building Department, Council Chambers, and the Police Department. This building was built in 1970.
- The Community Center at 1165 95th Street. The Community Center is a recent building that is located on the first floor of the Parking Garage.

c. Parking Facilities – The Town operates a total of seven (7) parking facilities.
   - 1165 95th Street Parking Garage – This is a five-story parking garage building on 95th Street.
   - 103rd Street Surface Parking Lot
   - 100th Street Surface Parking Lot
   - 97th Street Surface Parking Lot
   - Block 11 Parking Lot
   - 95th Street Surface Parking Lot
   - 92nd Street Surface Parking Lot

d. Parks – There are four (4) Parks in the Town, in addition of two (2) passive parks.
   - Tot Lot – 96th Street and West Broadview Drive
   - 98th Street Park
   - 95th Street Park
   - 92nd Street Park

e. Potable Water Infrastructure – The Town is a wholesale customer of the MDWASD. The Town receives its water from a 36-inch transmission main from MDWASD that runs along 96th Street. The distribution lines connected to this transmission line are owned and maintained by the Town. Most of the Town's water lines are PVC material with a diameter that varies between 6-inch to 10-inch.

f. Stormwater Infrastructure – Most of the Town's stormwater system is a gravity system that drains through outfalls to the Bay. A total of 52 outfalls that range on sizes from 8-inch to 30-inch. There is a stormwater injection well on the south side of the West Island with 9,000 gpm pumps. For reference, an Atlas is included as Appendix of this RFQ.

g. Sanitary Sewer Infrastructure – The Town's sanitary sewer system is comprised of gravity mains, manholes, ejector's stations, pump station, force main and air lines. A total of five (5) ejector's stations are location on different areas of the Town, that discharge to the Town' Main Pump Station D at 9665 Bay Harbor Terrace. The gravity line varies from 8-inch to 18-inch. For Reference, an Atlas is included as Appendix of this RFQ.

3.8 Functional Areas of Interest

The consultant shall identify in their response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple firms will be selected, and multiple firms may be selected for more than one

(1) functional area.

a) Water and wastewater engineering (specifically pipeline and lift-station design)

b) Stormwater engineering

c) Transportation engineering

d) Structural engineering (specifically seawall, dock, and bridge design)

e) Environmental engineering

f) Surveying and mapping services and Geographic Information and mapping services (GIS)

g) Photogrammetry and remote sensing

h) Geotechnical engineering

i) Coastal engineering

j) Water resources engineering

k) Hydrology and hydraulic engineering

l) Mechanical engineering

m) Electrical Engineering

n) Plan Review

o) Architectural Design.

Construction engineering and inspection.

3.9 Quality Assurance/Quality Control

It is the intention of the Town that the design consultant is held responsible for the quality control (QC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the consultant for their independent QC review. The Town shall only accept submittals for review and action from the consultant.

The consultant is responsible for the professional quality, technical accuracy and coordination of all pre- design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon Town request, the consultant shall provide the Town with a marked up set of plans and specifications showing the consultant's QC review.

The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

3.10 Document Submittal Format

All documents generated as a result of projects will become the property of the Town

of Bay Harbor Islands. All projects documents shall be provided in a digital and hard copy format meeting all Town of Bay Harbor Islands format requirements. The project drawings shall be prepared in AutoCAD, in the version current to the Town Engineering Division at the time that deliverables are due, and shall meet the requirements as set forth in the Town's CADD specifications for project drawings current at the time of award of the project. Plot files shall also be prepared and submitted which meet the stated Town standards.

CCNA- ENGINEERING CONTINUING SERVICES CONTRACT
RFQ-5-1005-23-0-2023/FVR

Atkins

	PROPOSE RATES	
CIVIL ENGINEERING SERVICES	Hourly Rates	
Principal Engineer	$	260.00
Senior Engineer / Project Manager	$	220.00
Project Engineer (PE)	$	200.00
Staff Engineer, E.I.	$	135.00
Senior Inspector	$	125.00
Inspector	$	100.00
Senior Designer	$	115.00
Drafts Person/CADD Operator	$	105.00
Clerical/Administrative Staff	$	75.00
Intern	$	65.00
WATER & WASTEWATER ENGINEERING SERVICES		
Principal Engineer	$	260.00
Senior Engineer/Project Manager	$	220.00
Project Engineer (PE)	$	200.00
Staff Engineer, E.I.	$	135.00
Sr. Inspector	$	155.00
Inspector	$	110.00
Drafts Person/CADD Operator	$	105.00
Clerical/Administrative Staff	$	75.00
TRANSPORTATION/BRIDGE ENGINEERING SERVICES		
Principal Engineer	$	280.00
Senior Engineer/Project Manager	$	235.00
Project Engineer (PE)	$	200.00
Staff Engineer, E.I.	$	135.00
Sr. Inspector	$	155.00
Inspector	$	110.00
Drafts Person/CADD Operator	$	105.00
Clerical/Administrative Staff	$	75.00
STRUCTURAL ENGINEERING SERVICES		
Principal Engineer	$	280.00
Senior Engineer/Project Manager	$	225.00
Project Engineer (PE)	$	190.00
Staff Engineer, E.I.	$	145.00
Sr. Inspector	$	155.00
Inspector	$	110.00
Drafts Person/CADD Operator	$	105.00
Clerical/Administrative Staff	$	75.00

Landscape Architecture and Planning Services	
Principal Landscape Architect	$ 220.00
Senior Landscape Architect	$ 185.00
Project Landscape Architect	$ 125.00
Staff Landscape Architect	$ 100.00
Environmental Services / Monitoring	
Sr. Environmental Scientist	$ 180.00
Project Environmental Scientist	$ 145.00
Staff Environmental Scientist	$ 110.00
Field Technician	$ 80.00
Geotechnical Engineering	
A. FIELD SERVICES & TESTING	
TEST	
Standard Penetration Test Borings (ATSM D-1586), Truck Rig or Mud Bug Rig (0-50 Foot Depth Interval)	$ 18.00 l.f
Grout Boreholes	$5.00 l.f
Truck/Mud Bug 0-50 Ft	$300.00 ea
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method)	$500.00 ea
SOIL TESTING	
Field Density/Test (five [5] minimum)	$ 40.00 ea
Standard Proctors	$ 120.00 ea
Modified Proctors	$ 155.00 ea
Florida Bearing Value Test	$ 250.00 ea
Limerock Bearing Ratio Test	$ 250.00 ea
Percolation test (open hole)	$ 450.00 ea
Atterberg Limit Test	$ 70.00 ea
SAMPLING & TESTING OF FRESH CONCRETE	
Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory set of 5	$ 90.00 set
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature)	$ 70.00 h.r
CONCRETE & MASONARY MATERIALS	
Concrete Compression test (Min. four [4] cylinders per trip)	$ 85.00 set
- Prepare cylinders & slump test on site, and deliver to lab	$75.00 h.r
Additional Concrete cylinders with slump	$ 30.00 ea
Concrete Compression test only [delivered to lab] & RESULTS	$ 100.00 set
Slump test	$ 60.00 ea
Stand-by (Beyond 1 hour on site)	$ 70.00 h.r
Grout Prism (Six [6] per set) - Includes preparation of Prism on site `	$ 95.00 set
2” x 2” - Includes preparation of Cubes on site	$ 75.00 ea
AGGREGATE TESTING	
Grain size determination:	
A. Full grain size (8 sieves)	$ 70.00 test
B. Wash through (#200)	$ 55.00 test

Sieve Analysis – Course Aggregate	$ 75.00 test
ASPHALT TESTING	
Asphalt Cores (obtaining core samples) (Min. 3)	$ 130.00 set
MISCELLANEUS SERVICES	
Exfiltration Test (SFWMD)	$ 500.00 ea
Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details)	$ 750.00 ea
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details)	$ 945.00 ea
DRILLING EQUIPMENT MOBILIZATION (includes drill rig mileage)	
Truck - Mounted Rig	$ 400.00 ea
FOUNDATION TESTING SERVICES	
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone (includes mobilization, equipment and labor)	$ 2,250.00 per day
SITE PREPARATION MONITORING & TESTING	
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	$ 40.00 ea
MONITOR WELL INSTALLATION & TESTING	
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	$ 725.00 test
Environmental (2-inch diameter)* 0 - 25-ft depth	$ 725.00 test
Well sampling *	$ 120.00 test
B. PERSONNEL	
Principal Engineer	$ 200.00
Senior Engineer	$ 165.00
Project Engineer (PE)	$ 135.00
Staff Engineer, E.I.	$ 105.00
Sr. Inspector	$ 100.00
Inspector	$ 95.00
Drafts Person/Cad Operator	$ 90.00
Clerical/Administrative Staff	$ 75.00
Land Surveying & Mapping Services	
Principal Surveyor	$ 195.00
Sr. Professional Land Surveyor	$ 170.00
Professional Land Surveyor	$ 125.00
Survey CADD / GIS Tech	$ 110.00
Field Crew Supervisor	$ 100.00
Survey Crew	$ 200.00
Administrative	$ 75.00
Marine / Coastal Engineering	
Principal Engineer	$ 300.00
Senior Engineer / Project Manager	$ 220.00
Project Engineer (PE)	$ 200.00
Staff Engineer, E.I.	$ 155.00
Sr. Environmental Scientist	$ 150.00
Project Environmental Scientist	$ 125.00
Staff Environmental Scientist	$ 115.00
Senior Designer	$ 100.00
Architectural	
Principal	$ 240.00

Sr. Architect / Project Manager	$	200.00
Project Architect	$	190.00
Revit / CAD Operator	$	110.00
Draftsman	$	105.00
Clerical	$	75.00
Subsurface Utility Exploration		
Project Manager/PE/PLS PLS	$	175.00
Utility Location Manager/Party Chief	$	125.00
CADD Operator	$	100.00
Technical Locator/Instrument Op.	$	80.00
Clerical	$	75.00
1 Utility Test Hole 0-6' - per hole	$	700.00
2 Utility Test Holes 0-6' - per hole	$	650.00
3 or More Utility Test Holes 0-6' - per hole	$	500.00
Excess Depth (Over 6') - per foot	$ 130.00 ft	
Traffic Control – Arrow Board**	$ 125.00 day	
MEP Engineering		
Senior Engineer / Project Manager	$	230.00
Project Engineer (PE)	$	195.00
Staff Engineer, E.I.	$	140.00
Drafts Person/CADD Operator	$	105.00

AtkinsRéalis

Bay Harbor Islands
Planning
1030 95th Street
Bay Harbor Islands, FL 33154

September 19, 2025

Attention: **Ms. Lorrainia Belle**
Town Planner
lbelle@bayharborislands-fl.gov

AtkinsRealis USA, Inc.
800 Waterford Way, Suite 700
Miami , Florida 33126
Telephone +1.305.592.7275
www.atkinsglobal.com/northamerica

Re: Impact Fee Structure Update

Dear Ms. Belle,

AtkinsRéalis is pleased to provide the proposed scope of work for the Impact Fee Analysis and Development for the Town of Bay Harbor Islands This proposal outlines a phased approach to updating the Town's impact fee structure, with the goal of enabling revenue collection beginning in 2026. We will provide a comprehensive analysis and develop revenue mechanisms to support implementation. The three phases will be consecutive and will focus on the following sectors: Transportation, Police Services, and Parks and Recreation. In addition to the requested updates and at the Town's request, our team can also explore opportunities for ongoing and sustainable revenue generation beyond one-time fees, such as alternative funding sources and long-term fiscal strategies.

Should you have any questions or require further clarification, please don't hesitate to contact us. We look forward to continuing our partnership and supporting the Town of Bay Harbor Islands in achieving its goals.

Sincerely,

Maia Muniz Moreno

Sr. Project Director
Florida Market Lead
Cities, Buildings & Places

AtkinsRéalis

Scope of Work

Phase 1: Transportation Impact Fee Analysis and Development

Tasks:

1. **Determine legal and policy framework for transportation impact fee.**
   - **1.1.** Conduct legal review of Florida Impact Fee Act (F.S. 163.31801)
   - **1.2.** Identify legal parameters applicable to the transportation impact fee.
   - **1.3.** Define legal assumptions built into the impact fee methodology model, i.e. data use, transparency, proportionality, restrictions, increases.

2. **Analyze existing transportation service levels and capital improvements costs.**
   - **2.1.** Review planned and executed transportation capital improvement plans of past 4 years.
   - **2.2.** Review 4 years' worth of transportation level of service (LOS) metrics, average daily traffic, registered vehicles, and traffic data.
   - **2.3.** Identify the marginal capital and operational costs to the Town of maintaining the current level of transportation service given increases in commercial square footage, residential units, and associated vehicular traffic.
   - **2.4.** Assess capital improvements incurred to meet incremental demand of transportation infrastructure.

3. **Analyze planned transportation capital improvements costs.**
   - **3.1.** Review planned transportation capital improvement programs and costs.
   - **3.2.** Assess underlying cost assumptions, growth projections, and development trends.
   - **3.3.** Identify specific (unfunded) transportation capital improvements proportionately attributable to new development.
   - **3.4.** Define cost assumptions built into the impact fee methodology model.

4. **Develop transportation impact fee methodology.**
   - **4.1.** Analyze impact fee methodologies and determine relevant components based on legal and cost assumptions defined for the Town's transportation impact fees.
   - **4.2.** Design hybrid methodology tailored to the Town's assumptions that includes:
     - Capital improvements cost identification criteria compliant with rational nexus test.
     - Process for cost forecasting based on GDP and population growth estimates.
     - Approach for discounting nominal cost estimates
   - **4.3.** Build dynamic excel-based impact fee calculator based on hybrid methodology.

5. **Draft transportation impact fee schedule.**
   - **5.1.** Prepare draft report for Town review.
   - **5.2.** Finalize report and present findings.

Data request:

- Previous impact fee studies.
- Average daily traffic and registered vehicles for the past 4 years.
- Previous planned and actual transportation capital improvement costs and accounts (detailed transactions not in public budgets).
- Supporting documents for transportation capital improvement projects in CIP.
- Any KPIs and transportation level of service (LOS) metrics the Town uses.

Deliverables:

- Legal Assumptions for Transportation Impact Fee Memo.
- Transportation Capital Improvements Costs Analysis Results Report.
- Impact Fee Methodology Note.
- Transportation Impact Fee Schedule Draft.
- Final Transportation Impact Fee Impact Fee Schedule.
- Presentation Materials for Town staff and official.

Optional Services:

Impact fees are a method of financing infrastructure through a one-time payment for a capital expenditure intended to maintain current levels of transportation services. Alternative financing options like special assessments, designated funds, service districts, and public-private partnerships are effective for covering recurring operating and capital expenditures to improve services.

Our public finance advisory services would support the Town in analyzing innovative financing options for future operating and capital transportation expenditures. Based on our findings, we would support the Town in designing and implementing optimal financing schemes to fund service levels in a sustainable manner.

Phase 2: Police Services Impact Fee Analysis and Development

Tasks:

1. **Determine legal and policy framework for police service impact fee.**
   - **1.1.** Identify legal parameters in Florida Impact Fee Act (F.S. 163.31801) applicable to the police services impact fee.
   - **1.2.** Define legal assumptions built into the impact fee methodology model, i.e. data use, transparency, proportionality, restrictions, increases.

2. **Analyze existing police service levels and capital improvements costs.**
   - **2.1.** Review police service impact fee studies and schedules applied in the past 4 years.
   - **2.2.** Review planned and executed police capital improvement plans corresponding to the police impact fees of past 4 years.
   - **2.3.** Review prior four years of police levels of service (LOS) metrics, such as officers per 100 people, response times, crime clearance rates, and patrol coverage.

2.4. Identify the marginal capital and operational costs to the Town of maintaining the current level of police service given increases in commercial square footage, residential units, and associated public disturbances.
2.5. Assess capital improvements required to maintain levels of service as the Town's built environment expands.

3. **Analyze planned police service capital improvements costs.**
   3.1. Review planned police service capital improvement programs and costs.
   3.2. Assess underlying cost assumptions, growth projections, and development trends.
   3.3. Identify specific (unfunded) police service capital improvements proportionately attributable to new development.
   3.4. Define cost assumptions built into the impact fee methodology model.

4. **Update police service impact fee methodology.**
   4.1. Analyze existing and alternate impact fee methodologies and determine relevant components based on legal and cost assumptions defined for the Town's police service impact fees.
   4.2. Update existing methodology tailored to the Town's assumptions that includes:
      - Capital improvements cost identification criteria compliant with rational nexus test.
      - Process for cost forecasting based on economic and demographic factors.
      - Approach for discounting nominal cost estimates.
   4.3. Build dynamic excel-based impact fee calculator based on updated methodology.

5. **Draft updated police service impact fee schedule.**
   5.1. Prepare draft report for Town review.
   5.2. Finalize report and present findings.

Data request:

- Previously applied impact fee schedules.
- Previous impact fee studies.
- Previous impact fee payments disbursements and corresponding uses.
- Previous planned and actual police service capital improvement costs and accounts (detailed transactions not in public budgets).
- Supporting documents for police service capital improvement projects in CIP.
- Any KPIs and police level of service indicators the Town uses.

Deliverables:

- Legal Assumptions for Updated Police Service Impact Fee Memo.
- Police Service Capital Improvements Costs Analysis Results Report.
- Updated Impact Fee Methodology Note.
- Updated Police Service Impact Fee Schedule Draft.
- Final Police Service Impact Fee Impact Fee Schedule.
- Presentation Materials for Town staff and official.

Optional Services:

Impact fees are a method of financing infrastructure through a one-time payment for a capital expenditure intended to maintain current levels of transportation services. Alternative financing options like special assessments, designated funds, service districts, and public-private partnerships are effective for covering recurring operating and capital expenditures to improve services.

Our public finance advisory services would support the Town in analyzing innovative financing options for future operating and capital police expenditures. Based on our findings, we would support the Town in designing and implementing optimal financing schemes to fund service levels in a sustainable manner.

Phase 3: Parks and Recreation Impact Fee Update and Development

Tasks:

1. **Determine legal and policy framework for parks and recreation service impact fee.**
   - **1.1.** Identify legal parameters in Florida Impact Fee Act (F.S. 163.31801) applicable to the parks and recreation services impact fee.
   - **1.2.** Define legal assumptions built into the impact fee methodology model, i.e. data use, transparency, proportionality, restrictions, increases.

2. **Analyze existing parks and recreation service levels and capital improvements costs.**
   - **2.1.** Review parks and recreation service impact fee studies and schedules applied in the past 4 years.
   - **2.2.** Review planned and executed parks and recreation capital improvement plans corresponding to the parks and recreation impact fees of past 4 years.
   - **2.3.** Review 4 years' worth of parks and recreation levels of service (LOS) metrics, such as park acreage per 100 residents, playgrounds per 100 residents, program participation rates, maintenance response times, and facility utilization rates.
   - **2.4.** Identify the marginal capital and operational costs to the Town of maintaining the current level of parks and recreation service given increases in commercial square footage, residential units, and associated population increase.
   - **2.5.** Assess capital improvements incurred to meet incremental demand of parks and recreation service.

3. **Analyze planned parks and recreation service capital improvements costs.**
   - **3.1.** Review planned parks and recreation service capital improvement programs and costs.
   - **3.2.** Assess underlying cost assumptions, growth projections, and development trends.
   - **3.3.** Identify specific (unfunded) parks and recreation service capital improvements proportionately attributable to new development.
   - **3.4.** Define cost assumptions built into the impact fee methodology model.

4. **Update parks and recreation service impact fee methodology.**
   - **4.1.** Analyze existing and alternate impact fee methodologies and determine relevant components based on legal and cost assumptions defined for the Town's parks and recreation service impact fees.

4.2. Update existing methodology tailored to the Town's assumptions that includes:
- Capital improvements cost identification criteria compliant with rational nexus test.
- Process for cost forecasting based on GDP and population growth estimates.
- Approach for discounting nominal cost estimates.

4.3. Build dynamic excel-based impact fee calculator based on updated methodology.

5. Draft updated parks and recreation service impact fee schedule.

5.1. Prepare draft report for Town review.

5.2. Finalize report and present findings.

Data request:

- Previously applied impact fee schedules.
- Previous impact fee studies.
- Previous impact fee payments disbursements and corresponding uses.
- Previous planned and actual parks and recreation service capital improvement costs and accounts (detailed transactions not in public budgets).
- Supporting documents for parks and recreation service capital improvement projects in CIP.
- Any KPIs and parks and recreation level of service indicators the Town uses.

Deliverables:

- Legal Assumptions for Updated Parks and Recreation Service Impact Fee Memo.
- Parks and Recreation Service Capital Improvements Costs Analysis Results Report.
- Updated Impact Fee Methodology Note.
- Updated Parks and Recreation Service Impact Fee Schedule Draft.
- Final Parks and Recreation Service Impact Fee Impact Fee Schedule.
- Presentation Materials for Town staff and official.

Optional Services:

Impact fees are a method of financing infrastructure through a one-time payment for a capital expenditure intended to maintain current levels of parks and recreation services. As one-time sources of revenue, a well-designed schedule of impact fees can help ensure that new development 'pays its way' towards upgrading the Town's civil infrastructure to continue providing the same level of service for residents, visitors, and businesses. However, expanding capital infrastructure often requires increased and ongoing operational outlays that must be supported by the Town's general purpose revenues. We have found that many municipalities' revenue bases are structurally insufficient to maintain operational levels of service as populations and built environments grow.

Our public finance advisory team features economists, budget analysts, and financial analysts with decades of experience solving challenging problems in local government. As an additional service, we can support the Town in analyzing its

revenue base, identifying any structural gaps in the Town's long-run fiscal position, and identifying a menu of funding sources to ensure the Town can continue providing the services its taxpayers expect.

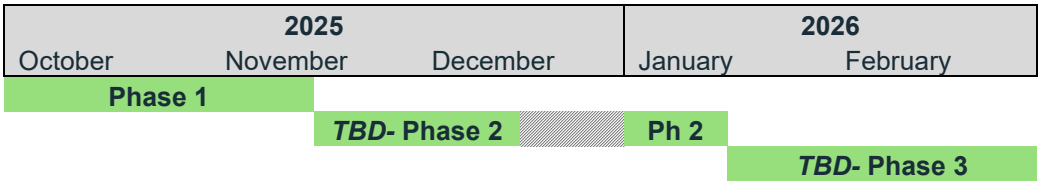
Assumptions

The following assumptions are provided for general guidance and to help frame the scope and expectations of this engagement. Items not explicitly addressed in this document will be discussed collaboratively and, if necessary, incorporated into a separate agreement for any additional services beyond the defined scope.

Although this engagement is structured as a lump sum, AtkinsRéalis will maintain detailed hourly records. Given that certain scope elements depend on the outcomes of preceding tasks, the lump sum is based on assumptions and reflects an estimate of hourly effort. If the actual effort differs from this estimate, the scope may need to be revised along with the level of effort and associated cost.

- If revisions become necessary, AtkinsRéalis will notify the client, discuss available options, and seek approval before proceeding with any adjustments or additional work.
- The project is expected to be completed within eighteen (18) weeks (6 weeks per Phase). Engagement extending beyond this timeframe may require revisions to the scope, schedule, or agreement, subject to mutual review and approval.
- The Town will provide timely access to all relevant documents, stakeholders, and meeting schedules. The project schedule begins upon receipt of the data requested.
- Project team meetings with the Town are assumed to occur on a bi-weekly basis. Any increase in meeting frequency may result in a revision to the estimated hours.
- Legal review and final approval of all fee schedule documents will be the responsibility of the Town.
- AtkinsRéalis will not be responsible for final selection decisions or legal liabilities arising from fee schedule execution.
- The Town will provide feedback or approvals within five (5) business days of receiving draft deliverables to maintain project momentum.

Estimated Schedule



Fee

Tasks	Duration	Hr	Cost
Phase 1: Transportation Impact Fee Analysis and Development			
1. Determine legal and policy framework for transportation impact fee			
2. Analyze existing transportation service levels and capital improvements costs			
3. Analyze planned transportation capital improvements costs			
4. Develop transportation impact fee methodology			
5. Draft transportation impact fee schedule	6 weeks	165	$ 51,000
Phase 2: Police Services Impact Fee Analysis and Development			
1. Determine legal and policy framework for police service impact fee			
2. Analyze existing police service levels and capital improvements costs			
3. Analyze planned police service capital improvements costs			
4. Update police service impact fee methodology			
5. Draft updated police service impact fee schedule	6 weeks	132	$ 41,760
Phase 3: Parks and Recreation Impact Fee Update and Development			
1. Determine legal and policy framework for parks and recreation service impact fee			
2. Analyze existing parks and recreation service levels and capital improvements costs			
3. Analyze planned parks and recreation service capital improvements costs			
4. Update parks and recreation service impact fee methodology			
5. Draft updated parks and recreation service impact fee schedule	6 weeks	132	$ 41,760
Labor	18 week	429	$ 134,520
Estimated Direct Charges			$ 13,452
Grand Total			**$ 147,972**

Team and Rate Sheet **Phase 1**					
	Rate	hr/w	weeks	total hr	
Project Manager	260	10	6	60	$15,600.00
Sr. Planner	220	14	6	84	$18,480.00
Project Director	280	8	6	48	$13,440.00
Advisor	300	0.5	6	3	$ 900.00
Principal	300	0.5	6	3	$ 900.00
Sr. Project Director	280	1	6	6	$ 1,680.00
					$51,000.00

Team and Rate Sheet **Phase 2**					
	Rate	hr/w	weeks	total hr	
Project Manager	260	8	6	48	$12,480.00
Sr. Planner	220	10	6	60	$13,200.00
Project Director	280	8	6	48	$13,440.00
Advisor	300	0.5	6	3	$ 900.00
Principal	300	0.5	6	3	$ 900.00
Sr. Project Director	280	0.5	6	3	$ 840.00
					$41,760.00

Team and Rate Sheet **Phase 3**					
	Rate	hr/w	weeks	total hr	
Project Manager	260	8	6	48	$12,480.00
Sr. Planner	220	10	6	60	$13,200.00
Project Director	280	8	6	48	$13,440.00
Advisor	300	0.5	6	3	$ 900.00
Principal	300	0.5	6	3	$ 900.00
Sr. Project Director	280	0.5	6	3	$ 840.00
					$41,760.00

TOWN OF BAY HARBOR ISLANDS
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Morris (Skip) Miller, Esq., Town Attorney Evelyn Herbello, Town Clerk
FROM:	Luis Alvarez, Police Chief Alexander Garcia, Building Official
DATE:	November 12, 2025
SUBJECT:	Approval to Implement Dron Programs (PD DFR & Building Dept.) and Authorize Agreement with Axon.

RECOMMENDATION

Staff recommends the approval of this resolution and authorization to enter into an agreement with Axon.

BACKGROUND

Staff respectfully requests approval to implement a Drone as First Responder (DFR) Program for the Police Department and a complementary drone program for the Building Department, and to authorize the Town Manager to execute a five-year agreement with Axon for compliant hardware, software, training, and support per the attached quotes. These expenses were not budgeted and funding is being appropriated in a budget amendment elsewhere on tonight's agenda.

The Police Department DFR Program entails a 60-month contract totaling $249,888.40, consisting of $44,500.00 in Year 1 and $51,347.10 annually for Years 2–5. This covers all software, accessories, training, FAA waiver management, and infrastructure necessary for launch and sustained operation. The drone hardware itself, valued at approximately $25,000.00, will be funded separately through the FDLE Grant.

The Building Department Drone Program entails a parallel 60-month contract totaling $65,669.24, with $13,133.84 annually for Years 1–5, providing the same Axon-integrated software suite, training, and infrastructure support. The Building Department's drone hardware, also valued at $25,000.00, will likewise be covered by the FDLE Grant. Although the FDLE Grant will reimburse the $25,000 hardware cost for each department's drone, the Town must still budget for the expenditure to ensure proper accounting and cash flow prior to reimbursement.

These programs will enhance response times, improve public and officer safety, and provide efficient aerial documentation for code compliance, post-storm assessment, and permitted inspections. Operations will be conducted under FAA Part 107 and in full compliance with Florida Statutes § 934.50, including the Department of Management Services' approved-manufacturer requirements and data-security standards.

Program details—policies, privacy and retention safeguards, pilot training, implementation schedule, and performance metrics—are included in the accompanying information packet. Adoption of the resolution will authorize program launch and execution of the Axon agreement, subject to legal review and Town procurement requirements.

FUNDING SOURCE

PD NEW DRONE: 001.5210.400064.000

BD NEW DRONE: 101.5240.400064.000

Department	CURRENT BUDGET	COST FY26	ANTICIPATED BUDGET AMMENDMENT
POLICE	$45,000.00	$69,500.00	$25,000.00
BUILDING	$0	$38,125.00	$38,135.00

ATTACHMENTS

Axon Enterprises, Inc. Building Dept.- 5YR-Quote-Q750745-45930DJ
Axon Enterprises, Inc. FLDE COMB-Quote-Q768227-45954DJ
Axon Enterprises, Inc. Police Dept.- 5YR-Quote-Q750788-45951DJ

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-750745-45930DJ

Issued: 09/30/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 315622

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Bay Harbor Islands Police Department 1030 95TH ST BAY HARBOR ISLANDS, FL 33154-2109 USA	Bay Harbor Islands Police Dept.-FL 1030 95TH ST BAY HARBOR ISLANDS FL 33154-2109 USA Email:	Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Alexander Garcia Phone: 305-993-1786 Email: alexg@bayharborislands-fl.gov Fax: (305) 993-1783

Quote Summary

Program Length	60 Months
TOTAL COST	$65,669.24
ESTIMATED TOTAL W/ TAX	$65,669.24

Discount Summary

Average Savings Per Year	$500.00
TOTAL SAVINGS	$2,500.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	$13,133.84	$0.00	$13,133.84
Jan 2027	$13,133.85	$0.00	$13,133.85
Jan 2028	$13,133.85	$0.00	$13,133.85
Jan 2029	$13,133.85	$0.00	$13,133.85
Jan 2030	$13,133.85	$0.00	$13,133.85
Total	**$65,669.24**	**$0.00**	**$65,669.24**

Quote Unbundled Price:	**$68,169.24**
Quote List Price:	**$68,169.24**
Quote Subtotal:	**$65,669.24**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1			$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	1			$28,382.00	$28,382.00	$28,382.00	$0.00	$28,382.00
A la Carte Software									
101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	48		$10.00	$10.00	$480.00	$0.00	$480.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	60		$32.76	$32.76	$1,965.60	$0.00	$1,965.60
101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	1	60		$37.50	$37.50	$2,250.00	$0.00	$2,250.00
12028	AXON AIR - EVIDENCE.COM LICENSE - PRO ACCESS	1	60		$44.05	$44.05	$2,643.00	$0.00	$2,643.00
101167	AXON AIR - SKYDIO MEDIA SYNC FOR X10	1	60		$58.33	$58.33	$3,499.80	$0.00	$3,499.80
101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	48		$108.33	$108.33	$5,199.84	$0.00	$5,199.84
101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	1	60		$200.00	$200.00	$12,000.00	$0.00	$12,000.00
A la Carte Services									
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			$2,500.00	$0.00	$0.00	$0.00	$0.00
A la Carte Warranties									
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1			$5,249.00	$5,249.00	$5,249.00	$0.00	$5,249.00
Total							**$65,669.24**	**$0.00**	**$65,669.24**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	1	01/01/2028
A la Carte	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	1	1	01/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	01/01/2026	12/31/2030
A la Carte	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	1	01/01/2026	12/31/2030
A la Carte	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	1	01/01/2026	12/31/2030
A la Carte	101167	AXON AIR - SKYDIO MEDIA SYNC FOR X10	1	01/01/2026	12/31/2030
A la Carte	12028	AXON AIR - EVIDENCE.COM LICENSE - PRO ACCESS	1	01/01/2026	12/31/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	01/01/2027	12/31/2030
A la Carte	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	01/01/2027	12/31/2030

Services

Bundle	Item	Description	QTY
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1030 95TH ST	BAY HARBOR ISLANDS	FL	33154-2109	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	$393.12	$0.00	$393.12
Year 1	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	1	$2,400.00	$0.00	$2,400.00
Year 1	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	1	$450.00	$0.00	$450.00
Year 1	101167	AXON AIR - SKYDIO MEDIA SYNC FOR X10	1	$699.96	$0.00	$699.96
Year 1	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	$96.00	$0.00	$96.00
Year 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	$1,049.80	$0.00	$1,049.80
Year 1	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	$800.00	$0.00	$800.00
Year 1	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	1	$5,676.39	$0.00	$5,676.39
Year 1	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	$1,039.97	$0.00	$1,039.97
Year 1	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 1	12028	AXON AIR - EVIDENCE.COM LICENSE - PRO ACCESS	1	$528.60	$0.00	$528.60
Total				**$13,133.84**	**$0.00**	**$13,133.84**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	$393.12	$0.00	$393.12
Year 2	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	1	$2,400.00	$0.00	$2,400.00
Year 2	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	1	$450.00	$0.00	$450.00
Year 2	101167	AXON AIR - SKYDIO MEDIA SYNC FOR X10	1	$699.96	$0.00	$699.96
Year 2	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	$96.00	$0.00	$96.00
Year 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	$1,049.80	$0.00	$1,049.80
Year 2	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	$800.00	$0.00	$800.00
Year 2	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	1	$5,676.40	$0.00	$5,676.40
Year 2	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	$1,039.97	$0.00	$1,039.97
Year 2	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 2	12028	AXON AIR - EVIDENCE.COM LICENSE - PRO ACCESS	1	$528.60	$0.00	$528.60
Total				**$13,133.85**	**$0.00**	**$13,133.85**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	$393.12	$0.00	$393.12
Year 3	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	1	$2,400.00	$0.00	$2,400.00
Year 3	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	1	$450.00	$0.00	$450.00
Year 3	101167	AXON AIR - SKYDIO MEDIA SYNC FOR X10	1	$699.96	$0.00	$699.96
Year 3	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	$96.00	$0.00	$96.00
Year 3	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	$1,049.80	$0.00	$1,049.80
Year 3	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	$800.00	$0.00	$800.00
Year 3	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	1	$5,676.40	$0.00	$5,676.40
Year 3	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	$1,039.97	$0.00	$1,039.97

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 3	12028	AXON AIR - EVIDENCE.COM LICENSE - PRO ACCESS	1	$528.60	$0.00	$528.60
Total				**$13,133.85**	**$0.00**	**$13,133.85**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	$393.12	$0.00	$393.12
Year 4	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	1	$2,400.00	$0.00	$2,400.00
Year 4	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	1	$450.00	$0.00	$450.00
Year 4	101167	AXON AIR - SKYDIO MEDIA SYNC FOR X10	1	$699.96	$0.00	$699.96
Year 4	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	$96.00	$0.00	$96.00
Year 4	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	$1,049.80	$0.00	$1,049.80
Year 4	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	$800.00	$0.00	$800.00
Year 4	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	1	$5,676.40	$0.00	$5,676.40
Year 4	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	$1,039.97	$0.00	$1,039.97
Year 4	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 4	12028	AXON AIR - EVIDENCE.COM LICENSE - PRO ACCESS	1	$528.60	$0.00	$528.60
Total				**$13,133.85**	**$0.00**	**$13,133.85**

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	$393.12	$0.00	$393.12
Year 5	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	1	$2,400.00	$0.00	$2,400.00
Year 5	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	1	$450.00	$0.00	$450.00
Year 5	101167	AXON AIR - SKYDIO MEDIA SYNC FOR X10	1	$699.96	$0.00	$699.96
Year 5	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	$96.00	$0.00	$96.00
Year 5	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	$1,049.80	$0.00	$1,049.80
Year 5	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	$800.00	$0.00	$800.00
Year 5	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	1	$5,676.40	$0.00	$5,676.40
Year 5	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	$1,039.97	$0.00	$1,039.97
Year 5	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Year 5	12028	AXON AIR - EVIDENCE.COM LICENSE - PRO ACCESS	1	$528.60	$0.00	$528.60
Total				**$13,133.85**	**$0.00**	**$13,133.85**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/30/2025

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-768227-45954DJ

Issued: 10/24/2025

Quote Expiration: 11/15/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 315622

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Bay Harbor Islands Police Department 1030 95TH ST BAY HARBOR ISLANDS, FL 33154-2109 USA	Bay Harbor Islands Police Dept.-FL 1030 95TH ST BAY HARBOR ISLANDS FL 33154-2109 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Lindsley Noel Phone: 305-866-6241 Email: lnoel@bayharborislands-fl.gov Fax:

Quote Summary

Program Length	12 Months
TOTAL COST	$50,000.00
ESTIMATED TOTAL W/ TAX	$50,000.00

Discount Summary

Average Savings Per Year	$3,033.36
TOTAL SAVINGS	$3,033.36

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	$50,000.00	$0.00	$50,000.00
Total	**$50,000.00**	**$0.00**	**$50,000.00**

Quote Unbundled Price:	**$53,033.36**
Quote List Price:	**$53,033.36**
Quote Subtotal:	**$50,000.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	1			$369.00	$369.00	$369.00	$0.00	$369.00
101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1			$2,800.00	$2,800.00	$2,800.00	$0.00	$2,800.00
101250	AXON AIR - SKYDIO PARACHUTE FOR X10	1			$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
101235	AXON AIR - SKYDIO X10 STR KIT 2.45 5GLTERDY SIM IR NA VT300Z	1			$16,464.40	$16,464.40	$16,464.40	$0.00	$16,464.40
101738	AXON AIR - SKYDIO X10 PATROL HW KIT	1			$20,231.00	$20,231.00	$20,231.00	$0.00	$20,231.00
A la Carte Software									
101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	12		$10.00	$10.00	$120.00	$0.00	$120.00
101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	12		$108.33	$108.33	$1,299.96	$0.00	$1,299.96
A la Carte Services									
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			$2,500.00	$0.00	$0.00	$0.00	$0.00
A la Carte Warranties									
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1			$5,249.00	$4,715.64	$4,715.64	$0.00	$4,715.64
Total							**$50,000.00**	**$0.00**	**$50,000.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101235	AXON AIR - SKYDIO X10 STR KIT 2.45 5GLTERDY SIM IR NA VT300Z	1	1	12/01/2025
A la Carte	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	1	1	12/01/2025
A la Carte	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	1	1	12/01/2025
A la Carte	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	1	12/01/2025
A la Carte	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	1	1	12/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	01/01/2026	12/31/2026
A la Carte	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	01/01/2026	12/31/2026

Services

Bundle	Item	Description	QTY
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1030 95TH ST	BAY HARBOR ISLANDS	FL	33154-2109	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Payment	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	1	$120.00	$0.00	$120.00
Upfront Payment	101235	AXON AIR - SKYDIO X10 STR KIT 2.45 5GLTERDY SIM IR NA VT300Z	1	$16,464.40	$0.00	$16,464.40
Upfront Payment	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	1	$369.00	$0.00	$369.00
Upfront Payment	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	1	$4,000.00	$0.00	$4,000.00
Upfront Payment	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	$2,800.00	$0.00	$2,800.00
Upfront Payment	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1	$4,715.64	$0.00	$4,715.64
Upfront Payment	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	1	$20,231.00	$0.00	$20,231.00
Upfront Payment	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	1	$1,299.96	$0.00	$1,299.96
Upfront Payment	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Total				**$50,000.00**	**$0.00**	**$50,000.00**

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Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

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Signature

Date Signed

10/24/2025



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-750788-45951DJ

Issued: 10/21/2025

Quote Expiration:

Estimated Contract Start Date: 02/01/2026

Account Number: 315622

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Bay Harbor Islands Police Department 1030 95TH ST BAY HARBOR ISLANDS, FL 33154-2109 USA	Bay Harbor Islands Police Dept.-FL 1030 95TH ST BAY HARBOR ISLANDS FL 33154-2109 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Alexander Garcia Phone: 305-993-1786 Email: alexg@bayharborislands-fl.gov Fax: (305) 993-1783

Quote Summary

Program Length	60 Months
TOTAL COST	$249,888.40
ESTIMATED TOTAL W/ TAX	$249,888.40

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	$44,500.00	$0.00	$44,500.00
Jan 2027	$51,347.10	$0.00	$51,347.10
Jan 2028	$51,347.10	$0.00	$51,347.10
Jan 2029	$51,347.10	$0.00	$51,347.10
Jan 2030	$51,347.10	$0.00	$51,347.10
Total	**$249,888.40**	**$0.00**	**$249,888.40**

Quote Unbundled Price:	**$249,888.40**
Quote List Price:	**$249,888.40**
Quote Subtotal:	**$249,888.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1			$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
101250	AXON AIR - SKYDIO PARACHUTE FOR X10	1			$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
101579	AXON AIR - SKYDIO X10 GROUND STATION 2.4/5 GHZ CELLULAR NA	1			$43,476.00	$43,476.00	$43,476.00	$0.00	$43,476.00
A la Carte Software									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	60		$32.76	$32.76	$7,862.40	$0.00	$7,862.40
101199	AXON AIR - SKYDIO DFR COMMAND	1	60		$830.00	$830.00	$49,800.00	$0.00	$49,800.00
A la Carte Services									
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1			$20,000.00	$20,000.00	$20,000.00	$0.00	$20,000.00
101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1			$46,250.00	$46,250.00	$46,250.00	$0.00	$46,250.00
102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	60		$1,200.00	$1,200.00	$72,000.00	$0.00	$72,000.00
Total							**$249,888.40**	**$0.00**	**$249,888.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	1	1	02/01/2026
A la Carte	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	1	02/01/2026
A la Carte	101579	AXON AIR - SKYDIO X10 GROUND STATION 2.4/5 GHZ CELLULAR NA	1	1	02/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	02/01/2026	01/31/2031
A la Carte	101199	AXON AIR - SKYDIO DFR COMMAND	1	02/01/2026	01/31/2031

Services

Bundle	Item	Description	QTY

Services

Bundle	Item	Description	QTY
A la Carte	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1
A la Carte	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1
A la Carte	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1030 95TH ST	BAY HARBOR ISLANDS	FL	33154-2109	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	$1,400.13	$0.00	$1,400.13
Year 1	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$3,561.59	$0.00	$3,561.59
Year 1	101199	AXON AIR - SKYDIO DFR COMMAND	1	$8,868.36	$0.00	$8,868.36
Year 1	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	1	$712.32	$0.00	$712.32
Year 1	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$8,236.18	$0.00	$8,236.18
Year 1	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	$712.32	$0.00	$712.32
Year 1	101579	AXON AIR - SKYDIO X10 GROUND STATION 2.4/5 GHZ CELLULAR NA	1	$7,742.18	$0.00	$7,742.18
Year 1	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$12,821.72	$0.00	$12,821.72
Year 1	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$445.20	$0.00	$445.20
Total				**$44,500.00**	**$0.00**	**$44,500.00**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	$1,615.57	$0.00	$1,615.57
Year 2	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$4,109.60	$0.00	$4,109.60
Year 2	101199	AXON AIR - SKYDIO DFR COMMAND	1	$10,232.91	$0.00	$10,232.91
Year 2	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	1	$821.92	$0.00	$821.92
Year 2	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$9,503.46	$0.00	$9,503.46
Year 2	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	$821.92	$0.00	$821.92
Year 2	101579	AXON AIR - SKYDIO X10 GROUND STATION 2.4/5 GHZ CELLULAR NA	1	$8,933.45	$0.00	$8,933.45
Year 2	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$14,794.57	$0.00	$14,794.57
Year 2	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$513.70	$0.00	$513.70
Total				**$51,347.10**	**$0.00**	**$51,347.10**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	$1,615.57	$0.00	$1,615.57
Year 3	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$4,109.60	$0.00	$4,109.60
Year 3	101199	AXON AIR - SKYDIO DFR COMMAND	1	$10,232.91	$0.00	$10,232.91
Year 3	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	1	$821.92	$0.00	$821.92
Year 3	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$9,503.46	$0.00	$9,503.46
Year 3	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	$821.92	$0.00	$821.92
Year 3	101579	AXON AIR - SKYDIO X10 GROUND STATION 2.4/5 GHZ CELLULAR NA	1	$8,933.45	$0.00	$8,933.45
Year 3	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$14,794.57	$0.00	$14,794.57
Year 3	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$513.70	$0.00	$513.70
Total				**$51,347.10**	**$0.00**	**$51,347.10**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	$1,615.57	$0.00	$1,615.57
Year 4	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$4,109.60	$0.00	$4,109.60
Year 4	101199	AXON AIR - SKYDIO DFR COMMAND	1	$10,232.91	$0.00	$10,232.91
Year 4	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	1	$821.92	$0.00	$821.92
Year 4	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$9,503.46	$0.00	$9,503.46
Year 4	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	$821.92	$0.00	$821.92
Year 4	101579	AXON AIR - SKYDIO X10 GROUND STATION 2.4/5 GHZ CELLULAR NA	1	$8,933.45	$0.00	$8,933.45
Year 4	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$14,794.57	$0.00	$14,794.57
Year 4	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$513.70	$0.00	$513.70
Total				**$51,347.10**	**$0.00**	**$51,347.10**

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	$1,615.57	$0.00	$1,615.57
Year 5	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$4,109.60	$0.00	$4,109.60
Year 5	101199	AXON AIR - SKYDIO DFR COMMAND	1	$10,232.91	$0.00	$10,232.91
Year 5	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	1	$821.92	$0.00	$821.92
Year 5	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$9,503.46	$0.00	$9,503.46
Year 5	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	1	$821.92	$0.00	$821.92
Year 5	101579	AXON AIR - SKYDIO X10 GROUND STATION 2.4/5 GHZ CELLULAR NA	1	$8,933.45	$0.00	$8,933.45
Year 5	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$14,794.57	$0.00	$14,794.57
Year 5	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$513.70	$0.00	$513.70
Total				**$51,347.10**	**$0.00**	**$51,347.10**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/21/2025



RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE MASTER SERVICES AND PURCHASING AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND AXON ENTERPRISES, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Axon Enterprises, Inc. ("Axon") provides drone hardware, software, support and training services; and

WHEREAS, the Town desires to enter into an agreement with Axon in accordance with an Agreement between Axon and Sourcewell dated _____, 2025, pursuant to the piggy-back purchase provision in accordance with Section 2-1.2(a)(6) of the Town Code, which allows for use of contracts from other governmental agencies which have been arrived at through a competitive bidding process; and

WHEREAS, the Town desires to enter into an agreement with Axon to provide drone hardware, software, support and training services to the Police Department and the Building Department; for a term of five (5) years; and

WHEREAS, the Town Council hereby finds the Master Services and Purchasing Agreement between the Town and Axon, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Master Services and Purchasing Agreement between the Town and Axon , between the Town and Axon for drone hardware, software, support and training services, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this __ day of November, 2025.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one percent (1%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.**

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer, and Customer may similarly terminate its participation in the Axon Aid Program without cause.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable. In addition, Customer may terminate this agreement for its convenience by providing ninety (90) days written notice to Axon.

17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, for convenience of customers, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential legally required to be kept confidential, or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

19.1. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

19.2. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.3. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.4. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19.5. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for

purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.6. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.7. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.8. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.9. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.10. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.11. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verifying the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content to the extend not prohibited by Florida's public records laws. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual or (c) where disclosure is required by Florida public records laws.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**

   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

   2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

   2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

   2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

      2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

      2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

      2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities.**

   3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

   3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities.**

   4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

   4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

   4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions**:**

   5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

   5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

   5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

   8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

   8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full-Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within fifteen (15) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within fifteen (15) calendar days of

delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause, unless caused by the gross negligence or willful misconduct of Axon.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix

   3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.

   3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within

Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

   5.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

   5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

   6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

   6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

   6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

   7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions**.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included in the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services.**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

1. Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.

11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared.** Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities.** Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. **Definitions.**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License.**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations.**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal

authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has-the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 13.

ITEM: Discussion and possible action to enter into a piggyback agreement with Tampa Crane and Body for the purchase of a street sweeper. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

Purpose:
The purpose of this memorandum is to request authorization for the Town of Bay Harbor Islands to utilize a cooperative purchasing agreement, through Sourcewell, with Tampa Crane and Body for the purchase of a street sweeper.

Background:
Sourcewell is a government cooperative purchasing program that offers competitively solicited contracts to public agencies. By utilizing the Sourcewell contract with Tampa Crane and Body, the Town may “piggyback” on this competitively bid agreement, ensuring compliance with procurement requirements while achieving cost savings and operational efficiency.

Discussion:
The Town of Bay Harbor Islands requires regular street sweeping services to maintain clean and safe streets, enhance stormwater drainage, and improve community appearance. Tampa Crane and Body, an authorized Sourcewell vendor under Sourcewell Solicitation No. RFP No. 093021.

By piggybacking off this existing contract, the Town will avoid the time and expense of conducting a separate solicitation process while benefiting from competitively negotiated pricing and service terms already established by Sourcewell.

RECOMMENDED ACTION:

Recommendation:
It is recommended that the Town Commission authorize the Town Manager to enter into an agreement with Tampa Crane and Body for the purchase of a street sweeper by piggybacking off the existing Sourcewell Contract No.093021-GEP.

FINANCIAL ANALYSIS:
GL Line Item Number: 406.5380.400064.000
Total Amount Budgeted: $15,000
Activity Amount: 0
Balance Remaining: $15,000

Elsewhere on tonight's agenda we have an item to appropriate an additional $46,000 to cover the estimated first year cost of the street sweeper.

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Glob. Env. Prod. Contract 093021
2.	Bay Harbor Islands Karcher 250 - Tampa Crane - Purchase Agreement - Version 1
3.	Resolution Tampa Crane _ BHI(62583512.1)

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Sourcewell

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Environmental Products, Inc., 5405 Industrial Parkway, San Bernardino, CA 92407 (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 Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies 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 November 16, 2025, 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 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.

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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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier'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

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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 of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- 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

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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, in whole or in part, immediately upon notice to Supplier 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 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.

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:

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- 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

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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.

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E. CONTRACT COMPLETE. This Contract 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 and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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,

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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.

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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. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

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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

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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

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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.

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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). 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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

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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. To the extent applicable, Supplier 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, Supplier 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). 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). 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

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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.

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. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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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

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:25 AM CST

Global Environmental Products, Inc.

DocuSigned by:
By: Chad Bormann
312C4683C5E642F...
Chad Bormann
Title: Vice President/Director of Sales
Date: 11/15/2021 | 11:07 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/15/2021 | 1:55 PM CST

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RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Global Environmental Products, Inc
Address:	5405 Industrial Parkway San Bernardino , CA 92407
Contact:	Chad Bormann
Email:	cbormann@globalsweeper.com
Phone:	850-377-4926
Fax:	909-713-1613
HST#:	45-0647559

Submission Details

Created On:	Tuesday September 21, 2021 12:35:15
Submitted On:	Monday September 27, 2021 08:10:32
Submitted By:	Chad Bormann
Email:	cbormann@globalsweeper.com
Transaction #:	cfad1fe7-906a-4e28-8239-922e71271eca
Submitter's IP Address:	75.162.79.141

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")	Global Environmental Products, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Karcher Municipal GmbH Holder Tractors Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Global Sweeping Solutions, Inc	*
4	Proposer Physical Address:	5405 Industrial Parkway San Bernardino, CA 92407	*
5	Proposer website address (or addresses):	www.globalsweeper.com	*
6	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):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Naomi Thompson Operations Manager 5405 Industrial Parkway San Bernardino, CA 92407 nthompson@globalsweeper.com Office: 909-713-1601 Mobile: 909-631-8855	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	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.	Global Environmental Products, Inc. was founded in April of 2011 in San Bernardino, CA. We are the leading manufacturer of Purpose built street sweepers, offering the worlds only Diesel Electric Hybrid Sweeper, Zero Emission Fuel Cell Sweeper as well as Class 6 and Class 7 Fully Electric Sweepers. Global participates in all markets of the sweeper business offering Purpose built and Commercial truck mounted mechanical, regenerative air and vacuum sweepers. The origins of the company date back to 1947, originally the Wayne Sweeper Company based in Pomona, CA. Global employees approximately 80 individuals, with many key employees having 25 plus years of experience with the sweepers produced. Global finished 2020 with an $46M in sales. Our core values include designing and producing street sweepers for all markets, that are reliable, affordable and innovative. We focus heavily on the future and cutting edge "Green" Technologies such as fully Electric Plug In, Diesel Electric Hybrid and Hydrogen Fuel Cells street sweepers that will reduce the "Carbon Footprint" and reduce emissions of our customers. We pursue excellence through dedication to the products and services we provide and support, through our employees and their skills and knowledge, and the relationships we uphold with our dealers and customers.	*
10	What are your company's expectations in the event of an award?	In the event of an award, we will work with Sourcewell for continued support and assistance through education of our Dealer Network and Global sales team. Attendance of Sourcewell Universities will be strongly encouraged to our Dealers and sales personnel. We will continue to grow our annual sales through utilization of the Sourcewell Contract, as we have done each year since 2017. We will represent both our company and Sourcewell with the highest of standards, and will market and promote all to our best abilities. We expect a very active 2022 and moving forward as Governmental purchasing recovers from the Covid 19 pandemic. To begin, we anticipate an estimated $1.6M order from Washington DC for 3 electric sweepers, utilizing the Sourcewell contract. In addition, Global is increasing our product offering this term through partnership to address the "compact" sweeper market. Said product offering will be serviced and supported by Global and our Dealer Network. This partnership will increase the scale our target market and will utilize the benefits provided by/ through Sourcewell.	*
11	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.	Please review the attached folder under the financial strength and stability folder. Folder contains 2020 Profit and Loss Statement, Citizens Bank, Tab Bank referral letter, Dun and Bradstreet standing	*
12	What is your US market share for the solutions that you are proposing?	With Global Sweepers holding steady at roughly 200 street sweepers produced and sold annually, our estimated market share in the United States is approximately 15%, based on municipal populations of 10,000 and greater.	*
13	What is your Canadian market share for the solutions that you are proposing?	Global estimates a 5-7% market share throughout Canada, reflecting a stronger presence in Western Canada, primarily in the Provinces of BC, AB, and SK. With new representation in ON and the Atlantic Maritimes, primarily focusing on electric equipment, we project slow but steady growth throughout ON and QC over the next 5 years.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
15	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?	Global Environmental Products, Inc. is a street sweeper manufacturer. Global works with a dealer network consisting of 32 dealers that cover the entire United States and Canada. All sales representatives are employees of a third party, aside from Global's 5 Regional Sales Managers.	*
16	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.	Global retains a Vehicle Manufacturer's License issued by the State of California DMV, as we manufacture our own purpose built chassis. Global retains a Vehicle Dealer License issued by the State of California DMV, as we handle direct sales to California Department of Transportation and New York Sanitation. All other licenses are held by our local dealers throughout North America. Global Environmental Products, Inc is an ISO 9001:2015 Certified Manufacturer. NOTE: All licenses, certificates attached in Misc. Folder	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Global is leading all sweeper manufacturers worldwide with our EV Technology at a Class 7 Level. DSNY - The City of New York Dept. of Sanitation: https://www1.nyc.gov/assets/dsny/site/resources/press-releases/clean-streets-clean-air-new-york-city-department-of-sanitation-unveils-first-of-its-kind-all-electric-street-sweeper	*
19	What percentage of your sales are to the governmental sector in the past three years	95% +	*
20	What percentage of your sales are to the education sector in the past three years	1%	*
21	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?	Sourcewell - 2018-21 YTD Reported: $5,110,466.00 Sourcewell - Orders in in 2021 - not yet reported for Q3: $1.6M (City of Denver - M4EV, Colorado DOT - 2 X M4EV) HGAC - 2018-21 YTD Reported: $969,566.00	*
22	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?	GSA - $391,577.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, CA	Mark Stevens	916-808-5869	*
City of Hanford, CA	Tommy Bettencourt	559-585-2554	*
City of Fort Collins, CO	Jake Rector - Senior Buyer	970-221-6776	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 Sacramento	Government	California - CA	Supply Regenerative Air Sweepers	$309,500	$1,547,500	*
NYDS	Government	New York - NY	Supply Sweepers and Parts	Multiple	$49,604,995	*
Colorado DOT	Government	Colorado - CO	Supply Electric Sweepers	$550,000	$1.2M	*
INDOT	Government	Indiana - IN	Supply Mechanical Sweepers	$300,000 X 8	$2.4M	*
California DOT	Government	California - CA	Parts, Equipment, Service	Multiple	$3.162M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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 *	
25	Sales force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide	*
26	Dealer network or other distribution methods.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide	*
27	Service force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Global will utilize a Business- Government order process. 1. Customer will communicate with Global Environmental Products, Inc OR their local Dealer regarding Sourcewell Contract Purchasing 2. If the customer is already a Sourcewell member, Global or the local Dealer will procced a. If the customer is not already a member, we will assist the agency with becoming a member 3. The local Dealer will assist with specifications and pricing, with exception to Global Direct accounts such as New York, Caltrans, etc., in which case Global will assist with providing this information 4. Final quotation will be generated and submitted to the Local Public Agency, including freight to the end user 5. The end user accepts the quotation and moves forward with issuing a Purchase Order to either their Local Dealer or directly to Global Environmental Products, Inc 6. If Purchase order was received by the local Dealer, they in turn issue a Purchase order to Global Environmental Products, Inc. 7. Machine will be built and delivered to end user. 8. If Dealer receives PO, they will submit a copy of their Dealer to End User invoice to Global Environmental Products, Inc. 9. Global adds the purchase to their quarterly report. Global makes all quarterly report payments to Sourcewell regardless of if the PO was received by the local Dealer or by Global Environmental Products, Inc.	*
29	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.	Please see attached "Distributor Policies and Procedures" Booklet, attached within our "Warranty" folder: GEP views excellent customer service as a most critical component of the manufacturer/dealer/customer relationship. GEP believes strongly that a good product will sell itself the first time, but excellent customer service is what leads to repeat business and growth. Upon the initial sale of a Global street sweeper we thank the customer for the opportunity to meet their street cleaning needs. Part of that opportunity is the ability at that point to prove that our customer service is second to none. The primary contacts for customer service are our partners on the dealership level. The five (5) Regional Sales Managers (RSM) at GEP work closely on a continuous basis to educate our dealers on all aspects of Global street sweepers. This training is done at national meetings, regional meeting and through personal visits that occur throughout the year, on site at our dealers locations. The GEP RSMs assist dealers with demonstrating equipment to the customer, listening to the customer's needs and assisting with specification review to ensure the customer is buying the proper equipment to best suit the applications. From there the RSMs work to build budget numbers if necessary or a formal quote and walk them through the procurement process. All dealers are required to have their service technicians factory trained with at the GEP factory or at the dealership by a Global factory service technician. Prior to delivery of a GEP street sweeper, dealers go through an extensive Pre Delivery Inspection process that is an integral part of that training. Putting a Global street sweeper in service with the customer involves a full day of mechanics training and a full day of operator training. These training sessions include, but are not limited to: * Pre trip inspection of sweeper * Daily maintenance and adjustments * Weekly maintenance and adjustments * Review of common wear items and schedule of replacement * Review of Preventative Maintenance work and schedule of recommended PMs * Safety procedures for performing work on the sweeper * Safety procedures for operating the street sweepers * Walk around and review of function of all standard and optional features on sweeper * Best sweeping practices * In cab adjustments to ensure optimal sweeping in varying conditions * Debris dumping procedures * Sweeper cleaning * Daily greasing As often times customer's personnel change over, GEP offers additional training throughout the ownership of the sweeper, free of charge. All GEP dealers are required to stock a recommended quantity and appropriate selection of parts to service the sweepers in their respective territories. GEP offers yearly service schools, organized through our local dealer dealer network, to continue to educate our customer's service technicians. GEP and the dealer offer parts at a discounted price to incentives customers to attend these service schools helping to ensure that they not only have the knowledge to keep their machines running properly, but the components needed. GEP has parts repositories at the factory in California and at the GEP service center in the Bronx, NY. This inventory of spare parts designed to back up the dealer networks stock of parts averages $9M/month. GEP has East coast and West coast Service Technicians available by phone to support the dealer network, or if necessary, the customer directly from 7:00am EST through 6:00pm PST. If an in-person service response is required to repair a customer's sweeper, the goal of every GEP dealer is 24 - 36 hours for both technician and required components to be on site for repair. In rare instances where a customer's sweeper may be in operable for an extended period of time, GEP will work with the local dealer to assist procuring a comparable GEP loaner while repairs are being made. Between dealer demo units, dealer rental units and GEP factory demo units, there are on average 50 units across North America to draw upon.	*

30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract. In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network. Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcewell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract. In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network. Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcewell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
33	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	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	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.	Detailed marketing plan uploaded for your review. Brochures for products in standalone folder within the same attachment	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Also detailed in attached marketing plan Sourcewell page on www.globalsweeper.com: https://globalsweeper.com/about-us/purchasing-contracts/sourcewell-purchasing-contract	*
37	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?	Sourcewell's role will be continued education, to provide marketing and collateral materials when requested - such as hard copy brochures, digital of said materials, assistance when needed through calls and web meetings for legal assistance and other benefits offered through this program that answer questions that our customers may have.	*
38	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.	Not at this time	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	Global offers full sales, product comparison, product delivery, startup, and service follow up training as a standard feature/ benefit for our products to our customers. We offer scheduled regional service schools for all customers as well as an "open door" policy at our factory in San Bernardino, CA. No cost applies for training or schools. Our service and parts managers of over 30+ years experience with our products perform the training.	*
40	Describe any technological advances that your proposed products or services offer.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. Global meets Buy American Requirements	*
41	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.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid.	*
42	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.	PM-10 Certification through SCAQMD Cummins CNG engine certification for use in Global sweepers	*
43	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.	None	*
44	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?	Global meets Buy American Requirements with our purpose built equipment. Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. We are offering one of the largest ranges of product in comparison to other sweeper manufacturers which provide solutions to Sourcewell Member's applications and needs.	*

Table 9: 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 *	
45	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in Manufacturer Warranty Statements as attached	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard warranty is subject to 1 year/ 1200 hours, whichever comes first as described in Manufacturer Warrant Statements. Extended warranties for parts and/ or labor are available for a variety of terms and hours.	*
47	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Our warranties cover the expense of technicians mileage to perform warranty repairs but not time of travel. All described in our attached Distributor Policies and Procedures booklet.	*
48	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?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada.	*
49	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?	Warranties will be passed on to the original equipment manufacturer.	*
50	What are your proposed exchange and return programs and policies?	Our dealer network accepts trade-ins for new equipment. Value can be discussed with a member and their local dealer/ Global rep. With warranty provided combined with a member's ability to see a piece of equipment operate in their area, the need for returning or exchanging a product does not typically apply.	*
51	Describe any service contract options for the items included in your proposal.	Our dealer network offers tailored "service contracts" as a purchased item as required by the Sourcewell Member.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30 Accepted Payment Methods: Check, ACH, Wire Transfer, Credit Card	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available and typically offered by the Sourcewell Members local dealer. This includes standard leases as well as leases with different purchase options at the end of the term such as a Fair Market Value Lease. Rates and Terms can vary and be tailored to the members needs and based on their application. Global and our Dealer Network are very involved with National Cooperative Leasing and our rep - Jake Ost.	*
54	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.	Examples provided in attachment: Quotation Form - Including terms, etc. Warranty Registration Form Order Confirmation Form	*
55	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?	Not 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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	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.	Global Environmental Products, Inc is offering percentage discounts from our List prices. For all equipment in this RFP, the discount equates to 5% off list price. Sourcewell's discount is visible and labeled as "Contract Price" in a column on each price sheet next to "List Price". Each model offered is represented on its own - stand alone price sheet. Price sheets note that freight is in addition - FOB: Factory location. In all cases, we shop for the best, most competitive freight offered at the time the machine is ready to ship. Freight price will never exceed what is quoted at the time the quotation is offered to the Sourcewell Member. For this proposal, we have also added a third column that reflects Canadian pricing. Labeled "CAD Contract Price", it reflects a conversion rate of $1.35 : $1, and at time of quotation, can be adjusted to the current exchange rate at that time, staying below published ceiling pricing.	*
57	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.	For all Global equipment utilized by Sourcewell and its members, the discount is 5% from current list price.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts may apply when a large quantity of machines is being purchased at one time. Discount will be discussed on a case by case occurrence.	*
59	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.	Items such as Truck chassis utilized in production of the V6 Sweeper model will be passed through at cost.	*
60	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.	Freight to the Sourcewell Member is not included in this proposal. The local Dealer will provide a freight charge to the Sourcewell Member on each quotation.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. This will be gathered by our local Global Dealer that covers/ supports AK, HI, and Canada. This price will include fees from customs broker, cargo freight, freight to and from the local port, etc. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	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 *	
65	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.	All Sourcewell quotations are reviewed by the Global Sourcewell rep before being submitted to the Dealer or Sourcewell Member. At the end of each quarter, a spreadsheet for each unit shipped and invoiced by Global for that quarter is sent to the Global Sourcewell representative for review. Each shipment is gone through item by item with the local dealer that the sweeper was sold to. All Sourcewell deals are identified and PO and sale price to the end user are gathered by the Global Sourcewell rep. This paperwork along with the equipment warranty registration document collected from the dealer is used as an accounting tool and in our audit process. Global provides training sessions to our dealers to educate them on proper use and promotion of Sourcewell.	*
66	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.	Global manages unit sales of an estimated 150 machines sold annually by our dealer network. This number is easily managed and the number of units sold through the Sourcewell contract very visible for tracking success with the contract. The trend of our current contract continues to grow and increase annually.	*
67	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.)	Global is proposing a 1.5% administrative fee to be paid to Sourcewell when reporting sales for each quarter.	*

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

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Global Environmental Products, Inc produces and distributes mechanical, regenerative air, vacuum, and compact sweepers. Global has developed and is producing EV, Hybrid, and Hydrogen Fuel Cell street sweepers. With the exception of a few house accounts, we sell through our dealer network throughout North America. We provide the sales support, service, and spare parts for all products offered. Please see all attached located in "Misc Documents" Folder within Additional Uploaded Documents	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	1. Purpose Built Chassis 2. Single Engine 3. Diesel/ Combustion Engine Models - V6, M3, M4, M4HSD, R3 Air, R4 Air, Holder x45i, S Series, C70 Series, MC130, MC250, MCM600 4. Electric Vehicle Models - M3EV, M4EV, R3Air EV, R4Air EV 5. Diesel/ Electric Hybrid Models - M3 Diesel Electric Hybrid, M4 Diesel Electric Hybrid 6. Hydrogen Fuel Cell Models - M4 ZE - Hydrogen Fuel Cell 7. Compact Sweepers Models - Holder x45i, C70, S Series, MC130, MC250	*

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 *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	All equipment offered falls in this category	*
71	Runway sweeping and cleaning equipment	( ) Yes (•) No	N/A	*
72	Litter, trash, and debris vacuums	( ) Yes (•) No	N/A	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	( ) Yes (•) No	N/A	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **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.”

- Pricing - Global Sourcewell Pricelists PDF - 2022.zip - Wednesday September 22, 2021 13:18:41
- Financial Strength and Stability - Financials.zip - Thursday September 23, 2021 10:00:52
- Marketing Plan/Samples - Sales and Service Nationwide (Marketing Plan Included).zip - Monday September 27, 2021 07:59:02
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday September 22, 2021 15:40:06
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday September 23, 2021 13:44:09
- Upload Additional Document - Misc. Documents.zip - Thursday September 23, 2021 16:31:25

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. - Chad Bormann, Vice President/ Director of Sales, Global Environmental Products, 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_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

DocuSign Envelope ID: 6BBEFE47-D71B-44D0-8FE4-B0CBA50DE8CE

AMENDMENT #1
TO
CONTRACT #093021-GEP

THIS AMENDMENT is made effective upon the date of the last signature below by and between **Sourcewell** and **Global Environmental Products, Inc.** (Supplier).

Supplier was awarded a Sourcewell Contract for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies, effective November 15, 2021, through November 16, 2025, relating to the provision of services by Supplier to Sourcewell and its Members (Contract).

The parties wish to amend the contract as follows: 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance, of the Contract, is deleted in its entirety.

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

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 2/16/2022 | 1:28 PM CST

Global Environmental Products, Inc.

By: DocuSigned by: Chad Boumann B636866142E84DE...
Chad Bormann

Title: VP

Date: 2/16/2022 | 10:44 AM PST

Sourcewell

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 2/16/2022 | 1:32 PM CST

TAMPA CRANE & BODY

5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRATION	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
Bay Harbor Islands Karcher 250	10-17-2025	10-31-2025	10-31-2025	N/A	Due on Receipt

CUSTOMER INFORMATION:

Salesperson. Bill Yoder

Customer: Town of Bay Harbor Islands **Contact:** Randy Stokes

Address: 1030 95th Street, Bay Harbor Islands, FL 33154

Phone: (954)253-3335 **Cell Phone:** (645)214-4684 **Email Address:** rstokes@bayharborislands-fl.gov

EQUIPMENT DESCRIPTION

INV Number	Year	Make	Model
INV-00001805	2023	Karcher	Karcher Sweeper MC 250

Parts Category	Parts Description	QTY
Add-On	Custom Add-On Part	1

INVENTORY SPECS

"Pricing is good for in stock unit only. Any ordered equipment will have an additional 15% tariff in place"

Karcher MC250
3rd brush system
2100 PSI pressure washer
Rear mounted 8" wonder hose
Rear mounted 48" magnet bar

Sourcewell Contract # 093021-GEP

"Pricing is good for in stock unit only. Any ordered equipment will have an additional 15% tariff in place"

Trade In Information

Trade In Year	Trade In Make	Trade In Model	Trade In Amount

Add Ons Price each	Misc Charge Details
$0.00	

TERMS OF SALE:

Purchase Price Each:	$253,851.00
Purchase Quantity:	1
Total	$253,851.00
Add Ons Total	$0.00

Less Trade in value(s):		
Sales Tax: Applicable sales taxes will be applied to final invoice.		**TBD**
Federal Excise Tax 12%		
Federal Excise Tax Total		**$0.00**
Title, Registration, and Dealer Fees	**total**	**$495.00**
Freight Each:		**$2,000.00**
Total Freight:		**$2,000.00**
Total Amount Due:	****If a deposit is required, a deposit invoice will follow. ****	**$256,346.00**

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Tampa Crane & Body (Tampa Crane) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although Tampa Crane has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against Tampa Crane. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should Tampa Crane fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against Tampa Crane shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, Tampa Crane may elect to retain the deposit, and sue for any actual damages incurred by Tampa Crane for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold **"AS IS, WITHOUT WARRANTY", either express or implied. Tampa Crane SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of Tampa Crane, unless made or assumed in writing by Tampa Crane.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against Tampa Crane for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless Tampa Crane receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless Tampa Crane receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless Tampa Crane and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Tampa Crane, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse Tampa Crane for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. Tampa Crane is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that Tampa Crane is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:		**Tampa Crane REPRESENTATIVE:**	
_____	Signature	_____	Signature
_____	Print Name	_____	Print Name
_____	Customer PO Number	_____	Date
_____	Date	_____	Contact Email

Contact Cell

Tampa Crane & Body
5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT FOR STREET SWEEPERS AND SPECIALTY SWEEPERS, WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND TAMPA CRANE AND BODY ACQUISITION, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tampa Crane and Body Acquisition, LLC ("**Tampa Crane**") provides street sweepers, specialty sweepers, and related equipment, accessories and supplies; and

WHEREAS, Tampa Crane is an authorized dealer for Global Environmental Products, Inc. ("**Global**"); and

WHEREAS, the Town desires to enter into an agreement with Tampa Crane to purchase a street sweeper, in accordance with a Contract between Global and Sourcewell dated on or about November 16, 2021, pursuant to the piggy-back purchase provision in accordance with Section 2-1.2(a)(6) of the Town Code, which allows for use of contracts from other governmental agencies which have been arrived at through a competitive bidding process; and

WHEREAS, the Town Council hereby finds the Agreement for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies between the Town and Tampa Crane, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set

forth herein.

Section 2. The Agreement for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies between the Town and Tampa Crane, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this __ day of November, 2025.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 14.

ITEM: Consideration and Approval of a resolution excerising the Town's option to renew for two years the contract with Brightview. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Brightview - Landscapie and Irrigation Maintenance EXP 2025
2.	Resolution Approving Extension of Landscape Contract _ BHI(62588906.1)
3.	Extension of Landscaping Agreement BHI (20252)(62589042.1)

Date: June 29, 2022

Attn: Charles Gonzalez
Sr. Vice President
BrightView Landscape Services, Inc.
8191 NW 84 St
Medley, FL, 33166

RE: Contract BHI- 222 "Irrigation and Landscape Maintenance Contract".

Dear: Mr. Gonzalez,

Further to your proposal dated May 13, 2022, this confirms our intent to award the above referenced contract to your firm, with a base bid in the amount of Two Hundred Sixty Eight Thousand Six Hundred Fourteen Dollars and 80 Cents ($268,614.80) per year for a three-year period with an opportunity for the Town to extend the contract for one (1) additional two-year period, at the same terms, conditions and specifications. In addition, all Schedule of Values items in this contract shall govern the invoicing of additional work beyond the Base Bid amount.

The scope of work is as follows:

> Furnish of all labor, materials, tools, equipment, machinery, superintendence and services necessary for landscape and irrigation maintenance which for the purposes of this contract, shall include litter, trash & debris removal, mowing, edging, hedge trimming, landscape bed maintenance, tree trimming, raking, sweeping, weeding, weed-eating irrigation system maintenance and repair, and seasonal color replacement. The actual contract documents govern the detail of the scope of work in its entirety.

In addition to the above, your responsibilities shall include the following:

1. The Contractor shall maintain the cleanliness of the site daily. All debris shall be carted away according to local laws and regulations.

2. For the purposes of this Agreement, a working day is defined as Monday to Friday between the hours of 9:00 AM to 6:00 PM. Saturday work may be performed on the Causeway only and must conform to the same weekday workhours. Work is not permitted on Sunday.

This agreement will become effective 07/01/2022 and in accordance with the contract documents Section 3.2: INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL.

The Town reserves the right to terminate this contract any time and for any reason upon giving thirty (30) days' notice to the other party in accordance with the contract documents Section 3.23: TERMINATION OF CONTRACT.

Two (2) copies of this letter of Agreement are hereby forwarded for your execution.

Please indicate your acceptance of these Terms and Conditions in the space provided below and return both copies. Upon receipt, the Town will execute both and return one (1) copy for your files.

Sincerely,

TOWN OF BAY HARBOR ISLANDS

Maria Lasday
Town Manager

Date: 7/18/2022

Yvonne Hamilton
Town Clerk

Date: 7/18/2022

Charles Gonzalez
Sr. Vice President
BrightView Landscaping Services, Inc.

Date: 6-29-22

Witness

Date: 6/29/22

BAY HARBOR ISLANDS
INVITATION FOR BID
IRRIGATION & LANDSCAPE MAINTENANCE

IFB #BHI-222

SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE MAINTENANCE

NOTE: The quantities shown in the Schedule of Values are an estimate only. They may vary significantly from the actual quantities ordered by the Town. Payments shall be for the units ordered, placed, and accepted by the Town. The Bidder, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead/no anticipated profits, etc.) other than the bid unit price of the items times the number of items authorized, ordered, placed, and accepted by the Town.

ITEM #	Item	Six Month cost for Maintenance April-Sept.	Six Month cost for Maintenance Oct.-Mar.	TOTAL COST PER 12 MONTHS
1	Broad Causeway	$ 14,782.30	$ 8,681.68	$ 23,463.98
2	Kane Concourse	$ 51,738.05	$ 30,385.88	$ 82,123.93
3	East Island	$ 36,955.75	$ 21,704.20	$ 58,659.95
4	West Island	$ 44,346.90	$ 26,045.04	$ 70,391.94
5	Royal Palm Pruning for Items 1 – 4 (above)	$ 22,650	$ 11,325	$ 33,975
Base Bid	**Total Base Bid:** Sum of Items 1 through 5 for 12 months constitute the Base Bid.	$ 268,614.80 Total (BASE BID)		

ADDITIONAL SCHEDULE OF VALUES

A	Plant (2,500) Sunpatients 4 ½" Pot, with Atlas 3000 Soil and Fertilizer and remove existing	**Per Plant delivered & in place** $ 2.45 **x (2,500)** = $ 6,125 TOTAL
B	Plant (2,500) Caladiums, 4 1/2" Pot with Atlas 3000 Soil and Fertilizer and remove existing	**Per Plant delivered & in place** $ 2.45 **x (2,500)** = $ 6,125 TOTAL

C	Plant (2,500) Pentas 4 1/2" Pot with Atlas 3000 Soil and Fertilizer and remove existing	**Per Plant delivered & in place** $ 1.60 **x (2,500) =** $ 4,000 TOTAL
D	Plant (2,500) Geraniums 4 1/2" Pot with Atlas 3000 Soil and Fertilizer and remove existing	**Per Plant delivered & in place** $ 2.45 **x (2,500) =** $ 6,125 TOTAL
E	Plant (2,500) Dusty Millers (Seasonal) 4 1/2" Pot with Atlas 3000 Soil and Fertilizer and remove existing	**Per Plant delivered & in place** $ 2.00 **x (2,500) =** $ 5,000 TOTAL
F	Cost of Performance Bond after the initial (First) Contract Year.	**Per Year Cost of Bond** $ 3,000
G	Trim Kane Concourse Royal Palms in Median and Sidewalk areas during evening hours only and (2) times per year including hauling and disposal of debris.	**Per Trimming Event** $ 4,500 **x (2) =** $ 9,000 **TOTAL**

H	One Landscape Superintendent	Per Hour 8:00 a.m.-4:30 p.m., Mon.-Fri. =$ 45 Per Hour for all other times =$ 67.50
I	One Landscape Laborer	Per Hour 8:00 a.m.-4:30 p.m., Mon.-Fri. =$ 35 Per Hour for all other times =$ 52.50
J	One Front-End loader with Backhoe including Operator	Per Hour = $ 60 Per Day = $ 480 Per Week = $ 2500 Per Month = $ 7700

K	One min. 15,000 GVM Dump Truck with Operator	er Hour = $ 46.50 Per Day = $ 372 Per Week = $ 1800 Per Month = $ 4200
L	Rate for Topsoil (70/30 mix) delivered and installed in place	Per CY = $ 90
M	Rate for Lawn Sand delivered and installed in place	Per CY = $ 90
N	One Irrigation Repair Specialist	Per Hour 8:00 a.m.-4:30p.m., Mon.-Fri. = $ 55 Per Hour for all other times = $ 82.50
O	One Irrigation Laborer	Per Hour 8:00 a.m.-4:30p.m., Mon.-Fri. = $ 35 Per Hour for all other times = $ 52.50
P	Solid St. Augustine 'Floratam' Sod in place for lawn repair	Per Square Foot = $ 1.00
Q	500 Sq. Ft. Palette of St. Augustine "Floratam" sod delivered and installed per Village direction	Per Palette = $ 500
R	Rate for One Skid steer Loader (Bobcat) with Operator	Per Hour = $ 67.50 Per Day = $ 540 Per Week = $ 2700 Per Month = $ 9600
S	Plant Clusia gutierra (Small Leaf Clusia) and remove old plantings; fertilize	Per Plant in place (3G) = $ 16 Per Plant in place (7G) = $ 58 Per Plant in place (15G) = $ 115
T	Plant Chrysobalanus icaco 'Red Tip' (Red Tip Cocoplum) and remove old plantings; fertilize	Per Plant in place (3G) = $ 16 Per Plant in place (7G) = $ 44
U	Plant Conocarpus erectus 'Sericeus' (Silver Buttonwood) and remove old plantings, fertilize.	Per Plant in place (SMALL)= $ 16 Per Plant in place (MED)= $ 37 Per Plant in place (LARGE)= $ 115
V	Plant Mamey Crotons and remove old plantings; fertilize	Per Plant in place (3G) = $ 16 Per Plant in place (7G) = $ 47
W	Plant Schefflera Arboricola 'Trinette' and remove all plantings, fertilize.	Per Plant in place (3G) = $ 16 Per Plant in place (7G) = $ 47

X	Plant Ficus microcarpa 'Green Island' (Green Island Ficus) and remove old plantings; fertilize	Per Plant in place (3G) = $ 17 Per Plant in place (7G) = $ 45
Y	Plant Ixora 'Nora Grant' (Pink Ixora) and remove old plantings; fertilize	Per Plant in place (3G) = $ 17 Per Plant in place (7G) = $ 45
Z	Plant Flax Lilly and remove old plantings; fertilize	Per Plant in place (3G) = $ 17 Per Plant in place (7G) = $ 45
AA	Plant Dwarf Fakahatchee) and remove old plantings; fertilize	Per Plant in place (3G) = $ 16 Per Plant in place (7G) = $ 42
BB	Plant Variegated Pittosporum and remove old plantings; fertilize	Per Plant in place (3G) = $ 16 Per Plant in place (7G) = $ 42
CC	Plant Conocarpus erectus (Green Buttonwood) and remove old plantings; fertilize	Per Plant in place (SMALL)= $ 18 Per Plant in place (MED)= $ 45 Per Plant in place (LARGE)= $ 115
DD	Plant 1 Gal., 12" ht. Liriope 'Evergreen Giant' (Giant Lily-turf), and remove old plantings; fertilize	Per Plant in place= $ 8
EE	Plant 1 Gal. Juniperus horizontalis (Blue Rug), and remove all plantings; fertilize	Per Plant in place = $ 8
FF	Plant (1) Cocos nucifera 'Green Malayan', 8' G.W.	Per Palm in place = $ 1800
GG	Plant Goldmound Duranta and remove old plantings; fertilize	Per Plant in place (3G) = $ 16 Per Plant in place (7G) = $ 32
HH	Plant Red Sisters "Ti" and remove old plantings; fertilize	Per Plant in place (3G) = $ 18 Per Plant in place (7G) = $ 42
II	Plant Dwarf Firebush and remove old plantings; fertilize	Per Plant in place (3G) = $ 18 Per Plant in place (7G) = $ 42
JJ	Plant Philodendron Congo Rojo and remove old plantings; fertilize	Per Plant in place (3G) = $ 21 Per Plant in place (7G) = $ 47
KK	Plant Veriegated Ginger and remove old plantings; fertilize	Per Plant in place (3G) = $ 21 Per Plant in place (7G) = $ 47
LL	Plant Indian Hawthorne (Bush) and remove old plantings; fertilize	Per Plant in place (3G) = $ 21 Per Plant in place (7G) = $ 47

MM	Plant Podocarpus and remove old plantings; fertilize	Per Plant in place (3G) = $ 18 Per Plant in place (7G) = $ 45
NN	Plant Muhly Grass and remove old plantings; fertilize	Per Plant in place (3G) = $ 18 Per Plant in place (7G) = $ 45
OO	Plant White Fountain Grass and remove old plantings; fertilize	Per Plant in place (3G) = $ 18 Per Plant in place (7G) = $ 45
PP	Plant Sansevieria Trifasciata Laurentii and remove old plantings; fertilize	Per Plant in place (3G) = $ 21 Per Plant in place (7G) = $ 47
QQ	Plant (1) Cocos Nucifera installed in place and remove dead tree if existing; fertilize.	Per Plant in place (SMALL) = $ 1500 Per Plant in place (MED) = $ 3600 Per Plant in place (LARGE) = $ 6000
RR	Plant (1) Crepe Myrtle Muskogee installed in place and remove dead tree if existing; fertilize.	Per Plant in place (SMALL) = $ 200 Per Plant in place (MED) = $ 450 Per Plant in place (LARGE) = $ 900
SS	Plant (1) Indian Hawthorne (Tree) installed in place and remove dead tree if existing; fertilize.	Per Plant in place (SMALL) = $ 275 Per Plant in place (MED) = $ 642 Per Plant in place (LARGE) = $ 1255
TT	Plant (1) Ligustrum installed in place and remove dead tree if existing; fertilize.	Per Plant in place (SMALL) = $ 450 Per Plant in place (MED) = $ 900 Per Plant in place (LARGE) = $ 1800
UU	Gold Premium Shredded Mulch, Grade 'A' or better, delivered and installed in place.	Per Bag = $ 5.50 Per Cubic Yard = $ 50 Per 20 Cubic Yard = $ 1,000
VV	50 lb. bag of fertilizer, for seasonal color, by Helene Chemical Co., Ft. Pierce, FL., installed in place	Per Bag = $ 115
WW	Plant (1) Roystonea regia (Royal Palm), 20' wood, Florida Fancy, installed in place and remove dead palm if existing	Per Palm in place = $ 5,150
XX	Atlas 3000 Soil Mix	Per cu. yd. in place = $ 90
YY	50 lb. bag of 8-10-10 fertilizer 50% Sulphur coated urea, installed in place	Per bag = $ 75
ZZ	50 lb. bag of 12-4-8 palm fertilizer 25% Sulphur coated urea, installed in place	Per bag = $ 85
AAA	50 lb. bag of 16-4-8 turf fertilizer installed in place	Per bag = $ 90

Note: The Town reserves the right to secure competitive bids for all items in the Additional Schedule of Values.

CONTRACT EXTENSIONS: Bay Harbor Islands hereby requests bids for a **three (3) year contract** for supplies and services. In addition, the Town reserves the right to extend this contract for one additional two (2) year term, providing both parties agree, and the extension is approved by the Town Manager.

BIDDER OFFERING FIRM PRICES FOR THE FIRST THREE YEARS OF THE CONTRACT PERIOD:

YES X NO _____

BIDDER TO INDICATE IF HE WOULD BE WILLING TO EXTEND THE CONTRACT FOR A SECOND TWO YEAR TERM, ADJUSTED BY THE "CPI":

YES X NO _____

Charles Gonzalez - Sr Vice President

Bidder Name and Title

Brightview Landscape Services, Inc.

Company Name

2711 SW 36th Street Dania Beach Fl. 33312

Address

954 431 1111

Phone

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE EXTENTION OF THE TOWN'S AGREEMENT FOR LANDSCAPE SERVICES WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR AN ADDITIONAL TWO YEARS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town entered into an Agreement for Landscape Services with Brightview Landscape Services, Inc. (the "Contractor") effective July 1, 2022 (the "Agreement); and

WHEREAS, the Agreement provides for an initial term of three (3) years with the option in favor of the Town to extend the Agreement for an additional two (2) year term; and

WHEREAS, the Town desires to extend the Agreement for an additional two (2) year term; and

WHEREAS, the Town has notified the Contractor of its desire to extend the Agreement, and the Contractor has consented to same (the "Notice of Extension and Consent")

WHEREAS, the Town Council hereby finds the Notice of Extension and Consent to be in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Notice of Extension and Consent between the Town and the Contractor, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this __ day of November, 2025.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

NOTICE OF EXTENSION OF AGREEMENT
FOR LANDSCAPING SERVICES AND CONSENT

The Town of Bay Harbor Islands (the "Town") hereby notifies Brightview Landscape Services, Inc.(the "Contractor") of the Town's intent to extend the Agreement for Landscaping Services with the Contractor effective July 1, 2022 (the "Agreement") for an additional two (two) year period, retroactive to July 1, 2025, and ending June 30, 2027. The compensation to the Contractor shall increase by 2.542% for the period from July 1, 2025 through June 30, 2026. The Town Finance Director shall calculate the increase in compensation for the period from July 1, 2026 through June 30, 2027, in accordance with Section 3.2 of the Agreement.

This notice is given this ___ day of November , 2025, retroactive to July 1, 2025.

TOWN OF BAY HARBOR ISLANDS

By: _____
Lindsley Noel, Town Manager

The undersigned Contractor consents to the above extension of the Agreement, retroactive to July 1, 2025, and to the increase in the compensation to the Contractor provided therein.

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____

Name: _____

Title: _____

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 15.

ITEM: Consideration and Approval of a Resolution for the Tenth Extension of the Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands to January 31, 2026 for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Enclosed are the draft Resolution and the Lease Extension agreement that call for a 3% increase to the rent, on a monthly basis from the previous rental payment. Sponsored by Council Member Joshua Fuller.

DESCRIPTION:
On June 11, 2025, the Town Council approved the Ninth Extension of the Lease Agreement with Sunshine Gasoline Distributors, Inc. that expired on September 30, 2025. This request is for a tenth extension retroactive to September 30, 2025 until January 31, 2026, while working on a long-term extension of the lease.

The Lease Extension agreement calls for a 3% increase to the rent, on a monthly basis from the previous rental payment of $9,583.39

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:
GL Line Item Number: 401.9990.362000.000
Total Amount Budgeted: Revenue $103,332
Encumbered Amount: N/A
Balance Remaining: N/A

$9,583.39 is collected monthly.

As part of the proposed budget adjustments, we evaluated the financial impact of a 3% increase to the current monthly rental rate of **$9,583.39**.

Summary of Calculations:

- **New Monthly Rent (including 3% increase):** $9,870.89
- **Four month Revenue (October 2025 through January 2026):** $39,483.57
- **Net Annual Increase in Rent Revenue:** $1,150.04 ($287.51 per month for 4 months)

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution approving Tenth Lease Extension Agreement -Sunshine Gasoline Distributors
2.	Tenth Lease Extension Agreement v2 - SGD Bay Harbor-No Redline

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE TENTH LEASE EXTENSION AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND SUNSHINE GASOLINE DISTRIBUTORS, INC., A FLORIDA CORPORATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands ("Town") and Sunshine Gasoline Distributors, Inc., a Florida corporation ("Lessee") entered into a Lease Extension Agreement on or about June 11, 2025; and

WHEREAS, the Lease expired on September 30, 2025; and

WHEREAS, the Town and Lessee desire to extend the term of the Lease retroactive through January 31, 2026, while actively working on a long-term extension of the Lease; and

WHEREAS, pursuant to the request of the Town Council, the Lessee has agreed to a 3% increase to the rent, on a monthly basis, from the previous rental payment; and

WHEREAS, the Town Council hereby finds the Tenth Lease Extension Agreement between the Town and Lessee, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and Lessee.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Town hereby approves and adopts the Tenth Lease Extension Agreement between the Town and the Lessee attached hereto as Exhibit A.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 12th day of November 2025.

Motion By: _____

Seconded By: _____

FINAL ADOPTED VOTE:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Joshua D. Fuller	_____
Council Member Molly Diallo	_____
Council Member Teri D'Amico	_____
Council Member Eric Rappaport	_____
Council Member Robert H. Yaffe	_____

_____

Isaac Salver
Mayor

ATTEST:

_____

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM:

_____

Greenspoon Marder, LLP
Town Attorneys
BY: Morris “Skip” Miller, Esq.

TENTH LEASE EXTENSION AGREEMENT

THIS TENTH LEASE EXTENSION AGREEMENT (the "Agreement") made effective this September 30, 2025, **SUNSHINE GASOLINE DISTRIBUTORS, INC., a Florida corporation**, whose business address is 1650 NW 87th Avenue, Miami, Florida 33172 (the "Lessee") and the **TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation** (the "Lessee"). This Agreement shall be effective on the day this Agreement is signed by both Lessor and Lessee.

WITNESSETH

WHEREAS, by that certain Amended and Restated Lease dated on or about August 1, 2008, as amended and/or modified (the "Lease"), Lessor demised and leased unto Lessee a parcel of land situated in the Town of Bay Harbor Islands, County of Miami-Dade, State of Florida more particularly described as: **1501 Broad Causeway, Bay Harbor Islands, Florida 33154 operating as a motor fuel service station and convenience store** (the "Premises"); and

WHEREAS, the Lessor and Lessee entered into that certain Ninth Lease Extension Agreement on or about June 11, 2025 and effective July 1, 2025; and

WHEREAS, the Lease is set to expire on September 30, 2025; and

WHEREAS, Lessor and Lessee desire to extend the term of the Lease while actively working on a long-term extension of the Lease; and

WHEREAS, Lessor and Lessee agree to increase the monthly rent due under the Lease by three (3) percent (3%); and

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, and the mutual covenants and promises herein contained, it is hereby agreed that:

1. The Lease term is hereby extended through and including January 31, 2026.

2. The monthly base rent due from Lessee shall be $9,870.89, exclusive of applicable sales tax.

3. This Agreement solely extends the term of the Lease as stated above. All of the terms and conditions of the Lease, as amended and/or modified, are hereby ratified and confirmed by the parties hereto and the same is declared to be a present, valid and subsisting lease covering the premises herein described.

4. Lessor and Lessee further acknowledge that they were each given an opportunity to seek counsel in connection with the negotiation and execution of this Agreement and have either sought the advice of counsel or voluntarily chosen not to seek the advice of counsel.

[EXECUTIONS AND ACKNOWLEDGMENTS ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed or caused these presents to be signed the day and year first above written.

LESSEE	LESSOR
SUNSHINE GASOLINE DISTRIBUTORS, INC., a Florida corporation	TOWN OF BAY HARBOR ISLANDS
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST

_____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
GREENSPOON MARDER LLP
Town Attorneys

_____
Joseph S. Geller

TOWN OF BAY HARBOR ISLANDS
POLICE DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Morris (Skip) Miller, Esq., Town Attorney Evelyn Herbello, Town Clerk
FROM:	Luis Alvarez Chief of Police
DATE:	November 12, 2025
SUBJECT:	Town of Bay Harbor Islands- Discussion and possible action approving a resolution to install barrier arm gates on the western most entrance and exit ways of the west island.

RECOMMENDATION

Staff recommends the installation of two electronic gate arms for the purposes of preventing unlawful entrance and exit onto the west island at the following locations:

- Northside of 96 Street entrance to West Broadview Drive. (prohibiting exit onto 96 Street).
- Southside exit from West Broadview Drive onto 96 Street (prohibiting entrance from 96 Street).

BACKGROUND

The westernmost access points to the west island connect directly to 96th Street, a major corridor with consistently high traffic volumes. These entry and exit routes currently lack any form of physical security infrastructure to regulate vehicle movement. Although signage clearly indicates one-way traffic, it is frequently ignored by drivers, who at times enter or exit against the intended flow. This ongoing disregard creates a safety hazard for motorists and pedestrians. Additionally, there have been several incidents where individuals involved in criminal activity have used these access points to make an undetected exit or entrance onto the west island. The lack of any physical barrier makes it easy for anyone with the intent to commit crime to enter or exit the island without restriction or detection.

Installing gate arms at these locations would allow for better control over vehicle flow, reduce the chances of the access points being used for illegal activity, and improve overall safety for the community.

FINANCIAL ANAYSIS

Total Cost $19,800 excluding electrical service and applicable permits.

ATTACHMENTS

Guardian Access Solutions quote and Terms/Conditions

RESOLUTION NO. ___

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE APPROVAL OF THE AGREEMENT BY AND BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND ACCESS CONTROL SYSTEMS, LLC dba GUARDIAN ACCESS SOLUTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town staff has determined that a physical barrier is needed to prevent unlawful entrance and exit onto the west island at 96 Street; and

WHEREAS, staff recommends the installation of two electronic gate arms to accomplish such purpose: and

WHEREAS, the Town desires to enter into an agreement with Access Control Systems, LLC dba Guardian Access Solutions ("ACS") for the installation of the two electronic gate arms; and

WHEREAS, the Town Council hereby finds the proposal and agreement by and between the Town of Bay Harbor Islands and ACS, attached hereto as Exhibit A (the "Agreement"), and made a part of this Resolution, to be in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Agreement between the Town and ACS for the installation of two (2) electronic gate arms, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this __ day of November, 2025.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

_____
GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

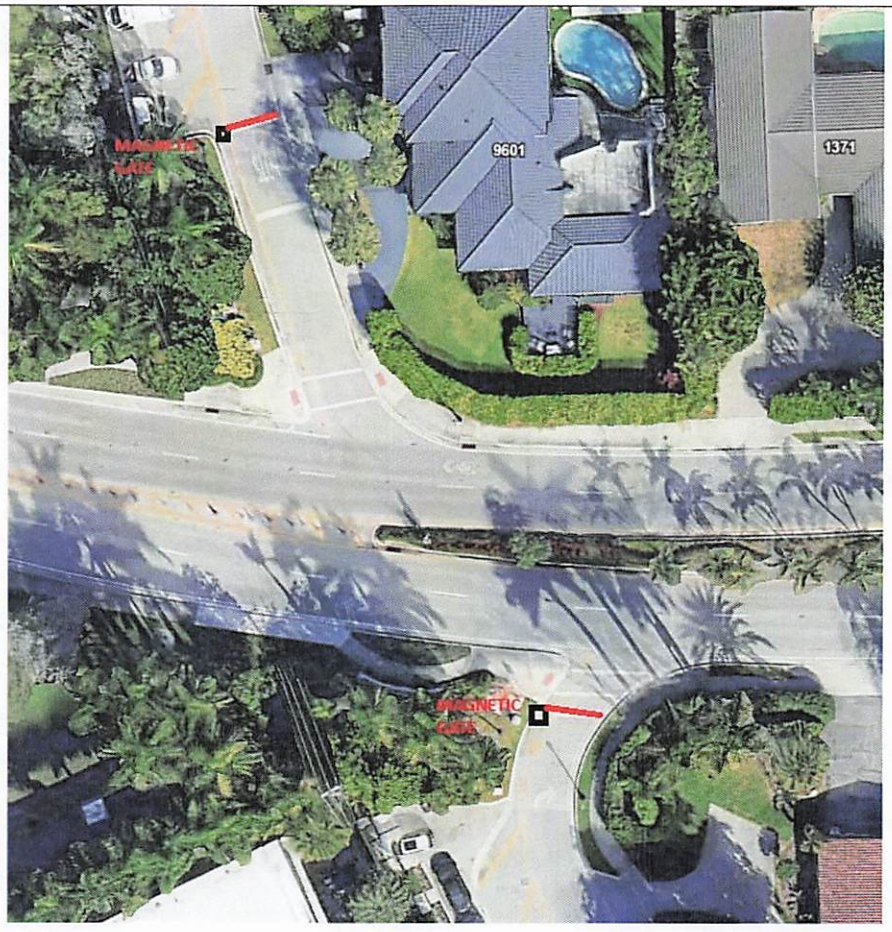
Access Control Systems, LLC
dba Guardian Access Solutions
7336 Cockrill Bend Blvd.
Nashville, TN 37209
615.255.4466

GuardianAccess.com

Bay Harbor Islands

9600 W Broadview Dr, Bay Harbor Islands, FL 33154

Gates W/ LED



BAY HARBOR ISLANDS			
Product	Qty	Unit Price	Total Price
Magnetic Gate			
12' STRAIGHT ARM	2	$ 5,200	$ 10,400
12' LED ADD			
Surge Protection	1	$ 150	$ 150
Bollards	4	$ 300	$ 1,200
Embedded Loops	4	$ 600	$ 2,400
			$ 14,150

Totals		
Equipment	$	14,150
Installation & Technical Services:	$	6,000
Freight & Taxes:	$	1,850
One-Time Total	**$**	**22,000**
Bay Harbor Islands Police Department Disc 10%	$	2,200
	$	**19,800**

Scope of Work

- Construct two (2) concrete pads, each measuring 24" x 24" x 6", for barrier gate installation.
- Install two (2) barrier gates with 12 ft. arms equipped with LED lighting.
- Install two (2) safety loops for vehicle protection.
- Install two (2) presence loops in the direction of travel for automatic gate activation.
- Install surge protection devices on both gates.
- Install two (2) protective bollards per gate.
- Provide client training on gate operations, including procedures for leaving the gates open during inclement weather.

Provided by Client

- Electrical service for each gate location.
- Applicable permits.

Total Investment: $19,800

Quote Good for 30 Days

Guardian ("ACS") / Terms and Conditions

1. **Effectiveness of Proposal:** The specifications of this proposal and agreement ("Agreement"), including pricing, are in effect for thirty (30) days. If the Agreement is signed by Customer after such thirty (30) day period, Guardian may cancel this Agreement and propose revised specifications.

2. **Changes to Proposal**: Any changes to the scope of this Agreement require a written Change Order signed by the parties prior to implementation of the changes. The Change Order shall include the changes to the scope of work or products purchased and any corresponding changes to the estimated fees and schedule. In the event of unforeseen circumstances which will affect the cost or schedule of the project, Guardian may request a Change Order to address such unforeseen circumstances. No proposed change, including the price, shall be effective or binding upon either party, unless and until both parties have executed a Change Order with respect thereto.

3. **Compliance and Site Preparation:** The pricing does not include building permits and fees, testing, engineering and/or underground utility location services. Property lines are to be established, cleared and properly staked or otherwise defined by Customer. The customer is responsible for compliance with applicable building codes and/or community rules & regulations. On occasion when trenching for electrical needs crews may be subject to excessive rock aversion. These are unforeseen circumstances. When rock inhibits a project, Guardian will call client to work to resolve as Guardian is not responsible for the added costs needed to mitigate the situation.

4. **Payment Terms; Late Fees:** Payment terms are fifteen (15) days from receipt of invoice. Guardian accepts checks, ACH payments and credit cards. Credit card payments are subject to a 3.0% processing fee and are not accepted on Job Contracts. Until paid in full, a finance charge of 1.5% per month shall be applied to the Customer account in the event that the account is past due. In the event that this account becomes delinquent and is placed for collections, Customer agrees to reimburse and pay Guardian all reasonable costs, finance charges, expenses and/or collection fees incurred in the collection of this account. A 50% deposit is required on all jobs.

5. **Warranty on Listed Equipment Only:** Guardian agrees to warrant these products, including parts and labor, for a period of one **(2)** year from the date of acceptance by Customer during normal business hours[1]. During the warranty period, Guardian will repair or replace, at Guardian 's choice and expense, any defective product. This warranty extends only to the original Customer and is not transferable and does not cover the repair or replacement of parts that are consumable by nature. This warranty is null and void if the Customer attaches any feature or device to any product without prior written approval in advance from Guardian. This warranty does not cover the acts of nature (i.e. lightning, earthquakes, flooding, etc) vandalism, acts of war or unintended use of these products. There are no other warranties, expressed or implied. Cellular service and signal strengths change frequently; ACS is not responsible for equipment failure due to changes in cellular reception.

6. **Limitation on Liability**: In no event shall Guardian be liable to Customer for any loss of profits, or any indirect or consequential damages arising out of any of Guardian obligations pursuant to this Agreement.

7. **Customer Termination:** Customer may terminate this contract for any reason by giving a notice in writing to the Guardian within (3) three business days from the date the contract is signed. Such termination shall not be deemed a breach of contract. Customers agree to pay Guardian for all unpaid invoices, for the cost reasonably incurred in anticipation of performance of the services and uncompensated staff time and expenses up to the date of termination. Up to a 25% restocking fee will apply to all canceled contracts once the order for equipment has been placed.

8. **Governing Law; Venue; Legal Proceedings:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee, U.S.A., without reference to any conflicts of law provisions. For any legal proceedings involving this Agreement, proceedings will be held in Nashville (Davidson County), Tennessee. If either party commences legal action to enforce its rights to this Agreement, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and costs of litigation relating to such legal action, as determined by a court of competent jurisdiction.

To execute this Agreement, please sign below and return one copy of this Agreement to ACS LLC dba Guardian.

---

[1] Normal business hours are Monday through Friday, 7:30 am to 4:00 pm excluding all Holidays. Holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Guardian Access Solutions

By: _____

Name/Title: _____

Date: _____

Customer: _____

By: _____

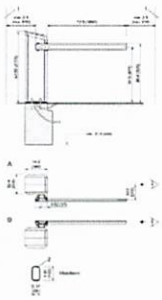
Name/Title: _____

Date: _____

PO#: _____

PRO – MT Vehicle Barrier





The Parking Pro-M-T Vehicle Barrier sets the industry standard for vehicular access control in high-traffic parking facilities. Offering ultra-fast 1.3-second opening times, it integrates seamlessly with SPARK for real-time remote control, monitoring, and diagnostics, ensuring easy installation, high reliability, and superior quality.

Performance and Reliability

- Ultra-fast 1.3-second opening time
- High reliability and superior quality
- MCBF of 10 million cycles
- Low power consumption

Integration and Control

- Seamless integration via intelligent serial communication
- Real-time remote control and monitoring
- Remote diagnostics via SPARK
- Supports up to four integrated loop detectors
- Programmable I/O allocation

Customization Options

- Straight, articulated, and lighted barrier arms
- Break-away flange option

Installation and Maintenance

- Easy to install and maintain
- Configurable for auto opening on power failure
- Pain-free installation and on-site troubleshooting

Awards

- Red Dot Design Award winner

TOWN OF BAY HARBOR ISLANDS
OFFICE OF THE TOWN CLERK
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, MAcc, Town Manager
CC:	Morris "Skip" Miller, Esq., Greenspoon Marder LLC-Town Attorneys
FROM:	Evelyn Herbello, MMC Town Clerk
DATE:	November 12, 2025
SUBJECT:	PTA Donation Request for Ruth K Broad 8th Graduation

RECOMMENDATION

Staff recommends that the Town Council consider the request from Dislamy Pelayo, 8th Grade Committee Chair of the Ruth K Broad PTA, for a donation of $4,500 towards the graduation events.

BACKGROUND / ANALYSIS

Bay Harbor Islands Resolution No. 981 authorizes the Town Council to make charitable donations to entities and causes which provide a direct impact and direct benefit to the Town of Bay Harbor Islands.

Ms. Pelayo submitted the required Funding Request Form with a request for the Town to sponsor the 8th Grade graduation event with a $4,500 donation. The total project cost is $20,999.

On March 5, 2025, the Town donated $4,500, of which $3,072 was raised through the proceeds of the 5K Run specifically designated for this purpose. Although the 5K Run has not yet taken place this year, any proceeds collected from the event will be deposited into the appropriate general ledger account from which the donation was originally funded.

An amount of $3,500 was appropriated in the FY 2026 Budget for special sponsorship for various non-profit organizations.

FINANCIAL ANAYSIS

GL Line-Item Number: 001.5110.400049.000
Total Amount Budgeted: $3,500
Encumbered Amount: 0
Balance Remaining: $3,500

ATTACHMENTS

Staff Memo
Funding Request/Funding Request Form

October 15, 2025

Dear City of Bay Harbor Islands,

The 8th Grade Committee of the Ruth K Broad K-8 Center PTA is planning graduation events for our 8th graders class of 2026, residents of Bay Harbor Islands, Bal Harbor and Surfside.

Through donations and sponsorships, we are hoping to cover the costs related to all graduation events. Our students come from various economic backgrounds, and we want to ensure the cost to participate is affordable so **ALL** 8th graders may attend.

The cost for our graduation celebrations is approximately $225 per child. This covers the graduation party, the award ceremony, an 8th grade breakfast, and apparel (sweatshirts, t-shirts), among other things.

To help us raise enough money, would the Town of Bay Harbor Islands please consider a donation of $4,500 for the Ruth K Broad Class of 2026?

We have included a detailed budget for the graduation event. We would welcome any contribution from the Town of Bay Harbor Islands.

All donors will be recognized. We thank you for your consideration and all your support.

Sincerely,

Dislamy Pelayo
PTA 8th Grade Committee Chair
Proud Bobcat Parent & Bay Harbor Islands longtime resident
10140 W Bay Harbor Dr. Bay Harbor Islands, FL. 33154
dislamypelayo@gmail.com
786-351-4379

budget

based on last year's expenses

Balloon Garland + Marque numbers	$1,400
Led Robots	$750
Photo Booth	$1,400
DJ	$1,000
Seaview Hotel	$8,600
Hoodies	$2,505
Chicago T-Shirts	$1,800
Group Picture (prints)	$250
Send-off Breakfast	$500
Awards (Trophies and Medals)	$2,794
TOTAL	$20,999

2026 GOAL:
estimated $21,000

To raise enough money to support EACH student of the Class of 2026

TOWN OF BAY HARBOR ISLANDS

FUNDING REQUEST FORM

Name of Organization: Ruth K. Broad Bay Harbor K-8 Center PTA	Amount Requested: $4,500
Address: 1155 93rd Street, Bay Harbor Islands, FL 33154	Phone Number: 305-865-7912
Mission Statement: The purpose of the Ruth K. Broad Bay Harbor K-8 Center PTA is to help make every child potential a reality, by engaging and empowering families and communities to advocate for all children.	
Tax Status: 501c3	Employer ID Number: 23-7102528

Purpose of Request (Name of the project this request fill fund): Eight grade Graduation class of 2026 Sponsorship	
Anticipated Project Start Date: 10/01/2025	Completion Date: 06/04/2026
Total Cost of the Project (a detailed budget must be attached): $20,999	

Have other cities or private entities donated money to this project? ☐ Yes ☒ No

If yes, please list the cities/entities with the amount donated by each:

Will this request have a direct impact on the Town of Bay Harbor Islands? ☒ Yes ☐ No

If yes, explain how?
This impacts on the graduating 8th graders and their families.

Will this be a recurring request (Is a future donation request likely)? ☐ Yes ☒ No

If yes, please explain why?

Dislamy Pelayo
Name and Title of Individual Filing Request (printed)

Signature

10/15/2025
Date

Please note: All organizations that are awarded funding will be required to provide a follow-up report no later than two weeks after project completion.

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 18.

ITEM: Consideration and approval of an Ordinance on second reading creating Chapter 2, Article III for "Lobbyist Registration Fee". Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
This ordinance is before the Town Council for second reading on November 12, 2025. The Town Council passed this ordinance on first reading at the October 8, 2025, Town Council meeting by a vote of 6-0. Council Member Yaffe made the motion, which was seconded by Vice Mayor Bruder. Council Member Rappaport was absent. The Town Council proposes to add to its Code of Ordinances provisions to address such lobbying activity and to require such lobbyists and the principals by whom they are engaged to register, pay a fee and file an expenditure report. After studying of the existing Code provisions, the Town Council finds that the need exists to address such lobbying activity. Chapter 2, Article III, titled "Lobbying" will be added to the Town of Bay Harbor Islands Code of Ordinances. (See Exhibit A).

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Town of BHI Lobbying Ordinance
2.	Exhibit A-BHI Lobbyist Registration

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; ADDING CHAPTER 2, ARTICLE III TO THE TOWN CODE OF ORDINANCES TO PROVIDE FOR LOBBYIST REGISTRATION AND FEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the interest of the Town of Bay Harbor Islands and its residents to know when a person is seeking, on behalf of another, to encourage the passage, defeat or modification of action by the Town Council, board committee or Town personnel; and

WHEREAS, in order to do so, the Town Council proposes to add to its Code of Ordinances provisions to address such lobbying activity and to require such lobbyists and the principals by whom they are engaged to register, pay a fee and file an expenditure report; and

WHEREAS, after studying of the existing Code provisions, the Town Council finds that the need exists to address such lobbying activity, and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction 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 if fully set forth herein.

Section 2: That Chapter 2, Article III, "Lobbying" is hereby added to the Town of Bay Harbor Islands Code of Ordinances, as more fully set forth in the attached Exhibit "A", and by reference is 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 8th day of October, 2025.

PASSED on Second Reading this 12th day of November, 2025.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Teri D'Amico	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Robert Yaffe	_____

_____
ISAAC SALVER
MAYOR

ATTEST:

_____
EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER, ESQ.

Exhibit “A”

Additions to the Town of Bay Harbor Islands Code of Ordinances

Chapter 2 –

Article III. Lobbying.

This section shall be applicable to all lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

(1) *Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:

a. *Town personnel.* Those town officers and employees specified to include the mayor and town council members, town board or town committee members, and all town employees.

b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town council; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town council, or a town board or committee. "Lobbyist" specifically includes the principal as well as any employee engaged in lobbying activities, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item, and any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family property owner for a design review or development approval application for the single family property owned by that property owner.

c. *Principal.* All persons or entities who employ a lobbyist.

(2) *Lobbyist registration, fees, renewal and withdrawal.*

a. All lobbyists shall register with the town clerk before engaging in any lobbying activities in the town. Every person required to register as a lobbyist shall:

i. Register as a lobbyist.

1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, the name and business address of each person or entity which has employed the registrant to lobby, and the specific issue(s) on which the lobbyist has been employed to lobby. If the lobbyist is a principal, owner or employee of a corporation or other entity, it shall also be identified.

2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five-percent or more ownership interest in the corporation or other entity.

ii. Pay an annual lobbyist registration fee of $300.00.

iii. Register and disclose terms for each principal represented.

1. Complete the annual principal registration form, as prepared by the town clerk, prior to conducting any lobbying for each principal (client). Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, the specific issue on which the lobbyist has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any consideration or fee shall be received for such lobbying activities. In the alternative, such lobbyist shall submit to the town clerk a joint affidavit, signed by the lobbyist and his/her principal, disclosing the amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.

2. Pay an annual principal registration fee of $100.00.

3. If multiple lobbyists from the same firm represent the same principal, then only one principal registration form and principal registration fee of $100.00 is required to be filed for that principal. All lobbyists from the same firm who represent

the same principal must file a separate lobbyist registration form and a lobbyist registration fee of $300.00. All lobbyist are required to file an expenditure report as outlined below in 2 (a) (iv). Any lobbyist from the same firm may submit all the necessary documents to the town clerk on behalf of the firm.

iv. File a lobbyist expenditure report.

1. By January 15 of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.

2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of $50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by February 15 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the Miami-Dade Commission on Ethics and Public Trust.

A lobbyist or principal may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust, with a copy to the Town Clerk, within 15 calendar days of receipt of the notification of the failure to file the required disclosure form.

v. File a notice of withdrawal. Each person who withdraws as a lobbyist for a particular principal (client) shall file an appropriate notice of withdrawal.

b. All lobbyist and principal registration forms, expenditure reports, notices of withdrawal, and applicable fees shall be submitted to the town clerk. Such forms may be amended from time to time administratively.

c. *Exemption from lobbyist registration fees.* A principal, owner or employee of any business located in the Town of Bay Harbor Islands, including a corporation, partnership, company or other entity, which appears as a lobbyist on behalf of that entity, without special compensation or

reimbursement for the appearance, whether direct, indirect or contingent, to express support for or opposition to any item before the town council or board, shall register with the town clerk and comply with all requirements imposed on lobbyists in this section, and must provide disclosure as to in what capacity he/she is appearing before the town council, but shall not be required to pay any lobbyist registration fees.

(3) *Expiration of lobbyist and principal registrations.* All lobbyist and principal registrations expire December 31 of each year.

(4) *Processing of registration fees.* The registration fees required by this section shall be deposited by the town clerk into a separate account and shall be expended for the purpose of recording, transcribing, administration and other costs incurred in maintaining these records for availability to the public. Unexpended funds may be transferred to general revenue at the end of the fiscal year. There shall be no fee required for filing a notice of withdrawal, and the town council may, in its discretion, waive the lobbyist and/or principal registration fee upon a finding of financial hardship.

(5) *Change in lobbyist information.* Any change to the information originally filed pursuant to this section shall require that the lobbyist file, within three business days from such changed circumstances, a signed statement under oath amending the above-referenced reports. Additionally, in the event official action on the specific lobbying issue is scheduled to occur during said three-day period, the lobbyist and principal shall, prior to said official action, further disclose the amendment by publicly stating on the record, at which the official action is to occur, the subject amendment. The lobbyist has a continuing duty to supply accurate information and amend said reports when so needed.

(6) *Creation of a lobbyist log.* The town clerk shall publish logs on a quarterly and an annual basis reflecting the lobbyist registrations which have been filed in accordance with this section. All logs required by this section shall be prepared in a manner substantially similar to the logs prepared for the Florida Legislature pursuant to F.S. § 11.045.

(7) Town clerk to publish information. The town clerk shall publish to the town commission, town appointed boards or committees, town manager and other personnel a list of registered lobbyists and their principals, for which they are authorized to lobby, and any other disclosure made to the town clerk that is required pursuant to state and county law. The information shall be disseminated by the town clerk prior to town council meetings and public hearings.

(8) *Town sign-in sheet.* Every lobbyist and principal shall sign in at the front desk each time he or she meets with town personnel at a town facility, or shall deliver a memorandum of said meeting to the town clerk within 24 hours of meeting with town personnel at any other location, and shall inform the town clerk, in writing, of (1) the name of the lobbyist or the principal of the local business; (2) the town personnel in attendance; (3) the time and place of the

meeting; and (4) the issue discussed. The issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable to a pending request for a proposal, invitation to bid, or public hearing item.

(9) *Penalties for violation.*

a. The town clerk shall notify the Miami-Dade County Commission on Ethics and Public Trust of the failure of a lobbyist (or principal) to file either of the reports referenced above and/or pay the assessed fines after notification.

b. A lobbyist (or principal) may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust within 15 calendar days of receipt of the notification of the failure to file the required disclosure form. The Miami-Dade County Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or in part, based on good cause shown.

c. The Miami-Dade County Commission on Ethics and Public Trust shall investigate any person engaged in lobbying activities who may be in violation of this section. In the event that a violation is found to have been committed the Miami-Dade County Commission on Ethics and Public Trust may, in addition to the penalties set forth in this section, prohibit such person from lobbying before the town council or any committee, board or personnel of the town as provided herein.

i. Every lobbyist who is found to be in violation of this section shall be prohibited from registering as a lobbyist or lobbying in accordance with the following schedule:

1. *First violation:* For a period of 90 days from the date of determination of violation.

2. *Second violation:* For a period of one year from the date of determination of violation.

3. *Third violation:* For a period of five years from the date of determination of violation.

ii. As used herein, a "direct violation" shall mean a violation committed by a lobbyist representing said bidder or proposer.

d. A contract entered into in violation of this section shall also render the contract voidable. The town manager shall include the provisions of this section in all town bid documents, RFP, RFQ, and CDBG applications; provided, however, the failure to do so shall not render any contract entered into as the result of the failure illegal per se.

e. All members of the town council and all town personnel shall be diligent to ascertain whether persons required to register pursuant to this section have complied. Town council members or town personnel may not knowingly permit a person who is not registered pursuant to this section to lobby the town council members, or town appointed committee or board or town personnel.

(10) *Lobbyist contingency fees prohibited.* No person may, in whole or in part, receive or agree to receive a contingency fee. As used herein, "contingency fee" means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: (1) an ordinance, resolution, action or decision of the town council; (2) any action, decision or recommendation of the town manager or any town appointed board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the town council, or a town appointed board or committee.

(11) *Conflict provision.* It is acknowledged that Section 2-11.1(s) of the Miami-Dade County Code is a minimum standard to govern lobbying activities. If there is any conflict between this section and the county code, this section shall control.

Exhibit “A”

Ordinances

Chapter 2 –

Article III. Lobbying.

This section shall be applicable to all lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

(1) *Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:

a. *Town personnel.* Those town officers and employees specified to include the mayor and town council members, town board or town committee members, and all town employees.

b. *Lobbyist.* All persons, attorneys, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) any ordinance, resolution, action or decision of the town council; (2) any action, decision, recommendation of a town board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town council, or a town board or committee. "Lobbyist" specifically includes the principal as well as any employee engaged in lobbying activities, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item, and any person whose representation is limited to interactions with town staff or appearances at a public meeting as a representative of a single family property owner for a design review or development approval application for the single family property owned by that property owner.

c. *Principal.* All persons or entities who employ a lobbyist.

(2) *Lobbyist registration, fees, renewal and withdrawal.*

a. All lobbyists shall register with the town clerk before engaging in any lobbying activities in the town. Every person required to register as a lobbyist shall:

i. Register as a lobbyist.

1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, the name and business address of each person or entity which has employed the registrant to lobby, and the specific issue(s) on which the lobbyist has been employed to lobby. If the lobbyist is a principal, owner or employee of a corporation or other entity, it shall also be identified.

2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five-percent or more ownership interest in the corporation or other entity.

ii. Pay an annual lobbyist registration fee of $300.00.

iii. Register and disclose terms for each principal represented.

1. Complete the annual principal registration form, as prepared by the town clerk, prior to conducting any lobbying for each principal (client). Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, the specific issue on which the lobbyist has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any consideration or fee shall be received for such lobbying activities. In the alternative, such lobbyist shall submit to the town clerk a joint affidavit, signed by the lobbyist and his/her principal, disclosing the amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.

2. Pay an annual principal registration fee of $100.00.

3. If multiple lobbyists from the same firm represent the same principal, then only one principal registration form and principal registration fee of $100.00 is required to be filed for that principal. All lobbyists from the same firm who represent the same principal must file a separate lobbyist registration form and a lobbyist registration fee of $300.00. All lobbyist are required to file an expenditure report as outlined below in 2 (a) (iv). Any lobbyist from the same firm may submit all the necessary documents to the town clerk on behalf of the firm.

iv. File a lobbyist expenditure report.

1. By January 15 of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.

2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of $50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by February 15 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the Miami-Dade Commission on Ethics and Public Trust.

A lobbyist or principal may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust, with a copy to the Town Clerk, within 15 calendar days of receipt of the notification of the failure to file the required disclosure form.

v. File a notice of withdrawal. Each person who withdraws as a lobbyist for a particular principal (client) shall file an appropriate notice of withdrawal.

b. All lobbyist and principal registration forms, expenditure reports, notices of withdrawal, and applicable fees shall be submitted to the town clerk. Such forms may be amended from time to time administratively.

c. *Exemption from lobbyist registration fees.* A principal, owner or employee of any business located in the Town of Surfside, including a corporation, partnership, company or other entity, which appears as a lobbyist on behalf of that entity, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support for or opposition to any item before the town council or board, shall register with the town clerk and comply with all requirements imposed on lobbyists in this section, and must provide disclosure as to in what capacity he/she is appearing before the town council, but shall not be required to pay any lobbyist registration fees.

(3) *Expiration of lobbyist and principal registrations.* All lobbyist and principal registrations expire December 31 of each year.

(4) *Processing of registration fees.* The registration fees required by this section shall be deposited by the town clerk into a separate account and shall be expended for the purpose of recording, transcribing, administration and other costs incurred in maintaining these records for availability to the public. Unexpended funds may be transferred to general revenue at the end of the fiscal year. There shall be no fee required for filing a notice of withdrawal, and the town council may, in its discretion, waive the lobbyist and/or principal registration fee upon a finding of financial hardship.

(5) *Change in lobbyist information.* Any change to the information originally filed pursuant to this section shall require that the lobbyist file, within three business days from such changed circumstances, a signed statement under oath amending the above-referenced reports. Additionally, in the event official action on the specific lobbying issue is scheduled to occur during said three-day period, the lobbyist and principal shall, prior to said official action, further disclose the amendment by publicly stating on the record, at which the official action is to occur, the subject amendment. The lobbyist has a continuing duty to supply accurate information and amend said reports when so needed.

(6) *Creation of a lobbyist log.* The town clerk shall publish logs on a quarterly and an annual basis reflecting the lobbyist registrations which have been filed in accordance with this section. All logs required by this section shall be prepared in a manner substantially similar to the logs prepared for the Florida Legislature pursuant to F.S. § 11.045.

(7) Town clerk to publish information. The town clerk shall publish to the town commission, town appointed boards or committees, town manager and other personnel a list of registered lobbyists and their principals, for which they are authorized to lobby, and any other disclosure made to the town clerk that is required pursuant to state and county law. The information shall be disseminated by the town clerk prior to town council meetings and public hearings.

(8) *Town sign-in sheet.* Every lobbyist and principal shall sign in at the front desk each time he or she meets with town personnel at a town facility, or shall deliver a memorandum of said meeting to the town clerk within 24 hours of meeting with town personnel at any other location, and shall inform the town clerk, in writing, of (1) the name of the lobbyist or the principal of the local business; (2) the town personnel in attendance; (3) the time and place of the meeting; and (4) the issue discussed. The issue

shall be described with as much detail as is practical, including but not limited to a specific description where applicable to a pending request for a proposal, invitation to bid, or public hearing item.

(9) *Penalties for violation.*

a. The town clerk shall notify the Miami-Dade County Commission on Ethics and Public Trust of the failure of a lobbyist (or principal) to file either of the reports referenced above and/or pay the assessed fines after notification.

b. A lobbyist (or principal) may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust within 15 calendar days of receipt of the notification of the failure to file the required disclosure form. The Miami-Dade County Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or in part, based on good cause shown.

c. The Miami-Dade County Commission on Ethics and Public Trust shall investigate any person engaged in lobbying activities who may be in violation of this section. In the event that a violation is found to have been committed the Miami-Dade County Commission on Ethics and Public Trust may, in addition to the penalties set forth in this section, prohibit such person from lobbying before the town council or any committee, board or personnel of the town as provided herein.

i. Every lobbyist who is found to be in violation of this section shall be prohibited from registering as a lobbyist or lobbying in accordance with the following schedule:

1. *First violation:* For a period of 90 days from the date of determination of violation.

2. *Second violation:* For a period of one year from the date of determination of violation.

3. *Third violation:* For a period of five years from the date of determination of violation.

ii. As used herein, a "direct violation" shall mean a violation committed by a lobbyist representing said bidder or proposer.

d. A contract entered into in violation of this section shall also render the contract voidable. The town manager shall include the provisions of this section in all town bid documents, RFP, RFQ, and CDBG applications; provided, however, the failure to do so shall not render any contract entered into as the result of the failure illegal per se.

e. All members of the town council and all town personnel shall be diligent to ascertain whether persons required to register pursuant to this section have complied. Town council members or town personnel may not knowingly permit a person who is not registered pursuant to this section to lobby the town council members, or town appointed committee or board or town personnel.

(10) *Lobbyist contingency fees prohibited.* No person may, in whole or in part, receive or agree to receive a contingency fee. As used herein, "contingency fee" means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: (1) an ordinance, resolution, action or decision of the town council; (2) any action, decision or recommendation of the town manager or any town appointed board or committee; or (3) any action, decision or recommendation of town personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the town council, or a town appointed board or committee.

(11) *Conflict provision.* It is acknowledged that Section 2-11.1(s) of the Miami-Dade County Code is a minimum standard to govern lobbying activities. If there is any conflict between this section and the county code, this section shall control.

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 19.

ITEM: Consideration and Approval of a Resolution regarding a Budget Amendment to the FY 2024-2025 Budget. Attached is a copy of the draft Resolution with supporting documents. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
We are proposing to amend the FY2024-25 budget to account for certain un-budgeted and / or unforeseen expenditures as follows:

General Fund

- A former IT employee voluntarily terminated employment with the Town and his final payout resulted in a budget overrun for the IT Department.
- Debt service costs were under-budgeted by approximately $123,000.

We propose reducing the Law Enforcement budget to fund the budgetary shortfall in IT and Debt Service.

General Capital Projects Fund

- Law Enforcement expenditures exceeded the budget by $18,000. We propose an appropriation from the fund balance to cover the overrun.

Under Florida statute, the governing body of a municipality may amend the budget at any time within a fiscal year or within 60 days following the end of the fiscal year.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	FY24-25 Budget Resolution
2.	FY25 Budget Reolution _Ex A

RESOLUTION NO _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE 2024/2025 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A";AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2024/2025 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Council, which require amendment of the 2024/2025 Fiscal Year budget; and

WHEREAS, the Town Council, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2024/2025 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, THAT:

Section 1: **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2: **Budget Amended.** The Town Council of the Town of Bay Harbor Islands, Florida, hereby amends the 2024/2025 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. **Appropriations and Expenditures.** The appropriations and expenditures set forth in Exhibit "A" are hereby approved**.**

Section 4. **Implementation.** The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A" by necessary transfers.

Section 5. **Conflicts.** All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon passage and adoption.

PASSED and ADOPTED this __ day of November, 2025.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Teri D'Amico	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Robert Yaffe	_____

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
Isaac Salver, Mayor

Attest:

_____
Evelyn Herbello, MMC
Town Clerk

Approved as to form and legal sufficiency:

_____
Greenspoon Marder LLP
Town Attorneys
BY: Morris G. (Skip) Miller, Esq.

FY 2024/2025 Budget Amenmdment

001 - General Fund

EXPENDITURES

Fund	Department / Project Number	Current
001 - General Fund	5135 - Information Technology	480,658
001 - General Fund	5170 - Debt Service	380,877
001 - General Fund	5120 - Law Enforcement	6,533,429
	Total General Fund Expenditures	

301 - General Capital Projects Fund

REVENUES

Fund	Department - Account Number	Current
301 - General Capital Projects Fund	9990-382010	1,541,325
	Total Revenues	

EXPENDITURES

Fund	Department / Project Number	Current
301 - General Capital Projects Fund	5120 - Law Enforcement	194,779

Proposed	Variance	Explanation
525,658	45,000	A former IT employee voluntarily terminated his employment with the Town final payout including severance, sick leave, and vacation pay totalled $47,585.
503,529	122,652	Debt service costs were underbudgeted by $122,652.
6,365,777	(167,652)	The Law Enforcement budget is being reduced to funding the funding shortfall in the other General Fund Departments
	$ -	

Proposed	Variance	Explanation
1,559,325	18,000	Appropriation from fund balance

Proposed	Variance	Explanation
212,779	18,000	Miscellaneous law enforcement expenditures

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 20.

ITEM: Consideration and Approval of a Resolution regarding a Budget Amendment to the FY 2025-2026 Budget. Attached is a copy of the draft Resolution with supporting documents. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
We are proposing to amend the FY2025-26 budget as follows:

General Fund

- $45,000 for various Law Enforcement initiatives that were underway during FY25 but not completed by September 30, 2025.
- $72,000 for bollards for event security
- $25,000 for a drone (funded by an FDLE grant)
- $20,000 to increase the election budget (from $25,000 to $45,000)
- 18,600 for Granicus Agenda management services software.
- $148,000 for police, transportation, and parks and recreation impact fee studies
- $250,000 to upgrade the financial accounting, utility billing, and budgeting software
- $20,000 to install barrier arm gates on the westernmost entrance and exits of the west island.
- $26,000 for 2 portable light towers for the Police Department.

Building Fund

- $13,135 for the first year of a five-year agreement for drone software, training, and implementation
- $25,000 for a drone (funded by an FDLE grant)

Park Impact Fees Fund

- $85,085 to rollover the unexpended funds from the FY25 budget.
- $105,000 to replace playground surfacing, refurbish equipment, and add non-slip paint to the splash pad area at the Scott Winter Park
- $210,000 to replace the Tot Lot west side playground equipment, surfacing, and water fountain

Causeway Fund

- $14,000 for a vehicle
- $75,173 for the Waterway Bridge
- $801,269 for the Indian Creek Bridge

- $291,622 to complete various projects that were budgeted but not completed in FY25

Sewer Fund

- $170,000 to increase the budget for sewer lateral lining from $200,000 to $370,000
- $1,142,897 to complete various projects that were under contract but not completed in FY25.

Stormwater Fund

- $57,000 for a Stormwater Impact Fee study
- $23,000 for street sweeping
- $135,643 to complete various projects that were under contract but not completed in FY25.
- $46,000 for the first year cost for the street sweeper.

Under Florida statute, the governing body of a municipality may amend the budget at any time within a fiscal year or within 60 days following the end of the fiscal year.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	FY26 Budget Resolution
2.	FY26 Budget Reolution _Ex A

RESOLUTION NO _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE 2025/2026 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A";AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2025/2026 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Council, which require amendment of the 2025/2026 Fiscal Year budget; and

WHEREAS, the Town Council, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2025/2026 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, THAT:

Section 1: **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2: **Budget Amended.** The Town Council of the Town of Bay Harbor Islands, Florida, hereby amends the 2025/2026 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. **Appropriations and Expenditures.** The appropriations and expenditures set forth in Exhibit "A" are hereby approved**.**

Section 4. **Implementation.** The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A" by necessary transfers.

Section 5. **Conflicts.** All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon passage and adoption.

PASSED and ADOPTED this __ day of November, 2025.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Teri D'Amico	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Robert Yaffe	_____

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
Isaac Salver, Mayor

Attest:

_____
Evelyn Herbello, MMC
Town Clerk

Approved as to form and legal sufficiency:

_____
Greenspoon Marder LLP
Town Attorneys
BY: Morris G. (Skip) Miller, Esq.

FY 2025/2026 Budget Amendment

Exhibit A to Resolution _____

REVENUES

Fund	Department - Account Number	Current	Proposed	Variance	Explanation
001 - General	9990-382010	-	599,600	599,600	Appropriation from fund balance
001 - General	9990-334200	-	25,000	25,000	FDLE Grant Funding to Purchase Drone for Police Department
	Sub-Total			**624,600**	
101 - Building Fund	9990-382010	-	13,135	13,135	Appropriation from fund balance
101 - Building Fund	9990-334200	-	25,000	25,000	FDLE Grant Funding to Purchase Drone for Building Department
	Sub-Total			**38,135**	
301 - General Capital Projects	9990-382010	1,553,894	1,575,130	21,236	Appropriation from fund balance
302 - Park Impact Fees	9990-382010	150,000	550,085	400,085	Appropriation from fund balance
401 - Causeway Fund	9990-400299	9,100,000	10,282,064	1,182,064	Appropriation from fund balance
402 - Sewer Fund	9990-382010	1,611,813	2,924,710	1,312,897	Appropriation from fund balance
406 - Stormwater Fund	9990-382010	1,135,140	1,397,383	262,243	Appropriation from fund balance
	Sub-Total			**3,178,525**	
	Total Revenues			**$ 3,841,260**	

FY 2025/2026 Budget Amendment

Exhibit A to Resolution _____

EXPENDITURES

Fund	Department	Current	Proposed	Variance	Explanation
001 - General	5120 - Law Enforcement	7,462,533	7,630,533	168,000	Approx $45,000 of costs are associated with various initiatives that were budgeted and initiated in FY 25 but were not completed prior to September 30, 2025; plus $72,000 for 8 bollards for event security; $25,000 for a drone the cost of which will be funded by an FDLE grant; plus $26,000 for 2 portable light towers.
001 - General	5125 - Town Clerk	367,094	405,694	38,600	Includes $20,000 to increase election budget from $25,000 to $45,000 (assumes one early voting day); and $18,600 for Granicus Agenda management services (we propose to switch from Civic Plus to Granicus)
001 - General	5130 - Finance & Administration	697,500	1,095,500	398,000	Funding for police, transportation services, and parks & recreation impact fee studies. Proposed scope of work and Task Order for Atkins North America is presented on the 11.12.2025 agenda for approval. Plus $250,000 to replace existing financial accounting, utility billing and budgeting software with a comprehensive solution that does all three functions. Amount includes $150,000 for implementation and $100,000 for software licensing.
001 - General	5410 - Streets and Parkways	581,215	601,215	20,000	Funding to purchase and install barrier arm gates on the western most entrance and exits of the west island.
	Sub-Total			**624,600**	
101 - Building Fund	5240 - Building	4,058,784	4,096,919	38,135	First year budget for training, software, licensing, and implementation costs associated with new drone program. Total cost is $65,669.24 to be paid in 5 annual installments of $13,133.85); plus $25,000 for a drone, the cost of which will be funded by FDLE grant
301 - General Capital Projects	5190 - Public Buildings	1,968,764	1,990,000	21,236	To buildout temporary Town Hall. FY26 budget includes $178,764 for Temporary Town Hall. This increases the appropriation to $200,000 as approved by Commission at the 10.14.2024 Special Town Council meeting
302 - Park Impact Fees	5310 - Park Impact	150,000	550,085	400,085	To rollover $85, 085 of unexpended funds from the FY 25 budget; $105,000 to refurbish the Scott Winter Park; and and $210,000 to refurbish the Tot Lot
401 - Causeway Fund	5415 - Causeway Fund	17,456,130	18,638,194	1,182,064	Includes $14,000 for a vehicle; $75,173 for the Waterway Bridge; $801,269 for the Indian Creek Bridge. The FDOT LAP agreements for the Indian Creek and Waterway bridges are included on tonight's agenda for Council approval. We are also carrying over $291,622 to complete various projects / work orders that were under contract but not completed in FY 25.
402 - Sewer Fund	5350 - Sewer Fund	5,448,761	6,761,658	1,312,897	To complete various projects / work orders that were under contract but not completed in FY 25. Plus $170,000 to increase the budget for sewer lateral lining from $200,000 to $370,000.
406 - Stormwater Fund	5380 - Stormwater Fund	1,963,042	2,225,285	262,243	$57,000 for a Stormwater Impact Fee study to be performed by KCI Technologies - the scope of work and proposed task order will be presented to the Council at a future meeting; plus $23,6000 to fund weekly street sweeping service until the Town is able to purchase a street sweeper. We are also carrying over $135,643 to complete various projects / work orders that were under contract but not completed in FY 25. Lastly, we are adding $46,000 to pay the first year cost of a street sweeper.
	Sub-Total			**3,216,660**	
	Total Expenditures			**$ 3,841,260**	

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 13.

ITEM: Consideration and Approval of the Regular Council Meeting dates for the 2026 calendar year. Enclosed is a list of the proposed dates. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:
Pursuant to the Town's standard practice, the Town Council establishes its regular meeting dates on an annual basis to provide consistency and allow adequate public notice. Approval of the calendar ensures that both Council members and the public can plan accordingly for meetings throughout the year.

RECOMMENDED ACTION:
Staff recommends that the Town Council review and approve the proposed schedule of regular Town Council meetings for the 2026 calendar year. (See attached).

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	2026 Town Council Meeting Calendar

REGULAR TOWN COUNCIL MEETING DATES
2026 MEETING DATES

Second Wednesday of the Month
***(except for the months of July and December)**

Deadline for Town Staff to Enter Agenda Items	Deadline for Town Council to Enter Agenda Items	Council Meeting Dates
Wednesday, December 23, 2025	Friday, December 26, 2025	Wednesday, January 14, 2026
Wednesday, January 21, 2026	Friday, January 23, 2026	Wednesday, February 11, 2026
Wednesday, February 18, 2026	Friday, February 20, 2026	Wednesday, March 11, 2026
Wednesday, March 25, 2026	Friday, March 27, 2026	** Wednesday, April 15, 2026
Wednesday, April 22, 2026	Friday, April 24, 2026	Wednesday, May 13, 2026
Wednesday, May 20, 2026	Friday, May 22, 2026	*** Thursday, June 11, 2026
Wednesday, July 22, 2026	Friday, July 24, 2026	Wednesday, August 12, 2026
Wednesday, August 19, 2026	Friday, August 21, 2026	Wednesday, September 9, 2026
Wednesday, September 23, 2026	Friday, September 25, 2026	Wednesday, October 14, 2026
Wednesday, October 21, 2026	Friday, October 23, 2026	* Thursday, November 12, 2026

* Purim – March 2-3, 2026
* Ta'anit Esther – March 2, 2026
* Shushan Purim – March 4, 2026
** Passover – April 1 – 9, 2026
* Shavuot – Mary 21-23, 2026
*** FACC Clerk's Conference June 7-10, 2025
* Rosh Hashanah – September 11-13, 2026
* Yom Kippur – September 20-21, 2026
* Sukkot – September 25, 2026 through October 2, 2026
* Shemini Atzeret & Simchat Torah – October 2-4, 2026
* Veteran's Day – November 11, 2026

z

TOWN OF BAY HARBOR ISLANDS
TOWN CLERK'S DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
CC:	Lindsley Noel, MAcc, Town Manager Morris "Skip" Miller, Esq., Greenspoon Marder LLP, Town Attorneys
FROM:	Evelyn Herbello, MMC, Town Clerk
DATE:	November 12, 2025 Town Council Meeting Agenda
SUBJECT:	Selection of a weekday for Early Voting for the April 7, 2026 General Election

RECOMMENDATION

Staff recommends that the Town Council select a weekday for Early Voting for the Town of Bay Harbor Islands April 7, 2026, General Election.

BACKGROUND / ANALYSIS

Section 6.4 of the Town's Code of Ordinances authorizes Early Voting for the town's elections, the Saturday prior to the date of the election from 9:00 a.m. to 6:00 p.m. and either Tuesday, Wednesday, or Thursday prior to the election.

The attached resolution is requesting the Town Council to select a weekday for voting.

The Miami Dade Supervisor of Elections provided two estimates to the Town Clerk's Office. Attached you will find two estimates provided. One estimate with only 1 day of early voting totaled $39,042.91. The other estimate is without early voting totaling $33,717.30.

Please find attached the election results for 2023, 2024, and 2025, categorized by mail-in ballots, Election Day voting, early voting and voter turnout.

EXECUTE

The Town Clerk and the Miami-Dade Elections will coordinate Early Voting in accordance with the directives of the Town Council.

FINANCIAL ANAYSIS

Funds are allocated in the FY 2026 Budget for this purpose. Early Voting cost is estimated

at no more than $45,000.

GL Line-Item Number:

Total Amount Budgeted: $

Encumbered Amount:

Balance Remaining: $

ATTACHMENTS

1. Staff Memo
2. Draft Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, DESIGNATING THE WEEKDAY FOR EARLY VOTING FOR THE APRIL 7, 2026 GENERAL ELECTION, PURSUANT TO SECTION 6-4 OF THE TOWN CODE; AUTHORIZING THE TOWN CLERK TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 100.3605, Florida Statutes allows municipalities to provide Early Voting in municipal elections that are not held in conjunction with County or State elections, and

WHEREAS, the Town Council of the Town of Bay Harbor Islands, Florida, determined it is in the best interest of the Town and its citizens to conduct Early Voting for the General Election to be held on April 7, 2026, plus all future elections; and

WHEREAS, at a Regular Meeting held on August 8, 2023 the Town Council adopted Ordinance No. 1087 authorizing Early Voting as follows:

A. Either Tuesday, Wednesday, or Thursday of the week prior to the election from 9:00 a.m. to 6:00 p.m.; the day to be selected by the Town Council by resolution, no later than 60 days prior to the date of the election.

B. The Saturday prior to the date of the election from 9:00 a.m. to 6:00 p.m.

C. Early voting shall be held in the same location as regular voting.

WHEREAS, the purpose of this Resolution is to select the weekday for Early Voting.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA.

Section 1. The foregoing clauses are true and correct and adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution.

Section 2. The Town Council hereby designates _____ prior to the date of the election for Early Voting.

Section 3. The Town Clerk is authorized to do any and all things necessary things to carry out the aims of the Resolution.

Section 4. This Resolution shall become effective immediately upon approval.

APPROVED AND ADOPTED by the Town of Bay Harbor Islands at the regular meeting assembled this **12th day of November, 2025.**

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Teri D'Amico	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Robert Yaffe	_____

By: _____
Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFIENCY:

_____
Greenspoon Marder LLP
Town Attorneys
By: Morris “Skip” Miller, Esq.

Alina Garcia
Supervisor of Elections

2700 NW 87th Ave
Miami, FL 33172

T 305-499-VOTE(8683)
F 305-499-8501
TTY 305-499-8480

votemiamidade.gov
@votemiamidade

ESTIMATE

Town of Bay Harbor Islands General Election - 04/07/2026

Evelyn Herbello
Town of Bay Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154

Estimate N°: BHI-G-04072026EV
Estimate Date: October 14, 2025

Registered Voters:	3,500	**Early Voting Days:**	1
Precincts:	1	**Early Voting Sites:**	1
Polling Places:	1		
Estimated Vote by mail Ballots:	600		

Personnel ***Salaries & Fringe Benefits, Overtime, Poll Workers***	$ 18,092.09
Polling Places ***Security, Polling Place Rentals***	100.00
Supplies and Services ***Election Supplies, Communication Charges, Vote-by-mail Ballot Set Up***	1,900.00
Trucks and Vehicles ***Truck and Vehicle Rentals, Equipment Delivery and Pick-up***	2,500.00
Ballot Creation and Printing ***Ballot coding and printing of Vote by Mail, Early Voting and Precinct Ballots, Consumables, Temporary Polling Place Change Notices, Contractual Services,*** *Translations.*	5,560.00
Postage ***Vote by Mail Sent and Business Reply, Temporary Polling Place Change Notices, Letters***	2,500.00
Advertising	-
Early Voting (Days 1 Sites 1)	4,841.46
Administrative Overhead	3,549.36
***TOTAL**	$ 39,042.91
Special Election 50% Deposit	N/A

* ***Please note these are estimated costs subject to change. If your question(s)/race(s) create additional ballot pages, the costs will be adjusted accordingly.***

* ***NOTES FOR SPECIAL ELECTIONS:***
As part of the transition agreements with Miami-Dade County and to reflect the new budgeting processes for the Supervisor of Election's Office Miami-Dade County is requiring that any municipality who wishes to conduct a special election must agree in writing, prior to the authorization of the special election, that the municipality will pay fifty percent (50%) of the estimated costs of the special election within thirty (30) days of the municipal act calling the special election.

For more information, you may contact:

Federico Arana
Manager, Budget & Accounting
Office of The Supiervisor of Election
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8543 E-mail: federico.arana@votemiamidade.gov

Alina Garcia
Supervisor of Elections

2700 NW 87th Ave
Miami, FL 33172

T 305-499-VOTE(8683)
F 305-499-8501
TTY 305-499-8480

votemiamidade.gov
@votemiamidade

ESTIMATE

Town of Bay Harbor Islands General Election - 04/07/2026

Evelyn Herbello
Town of Bay Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154

Estimate N°: BHI-G-04072026
Estimate Date: October 14, 2025

Registered Voters:	3,500	**Early Voting Days:**	-
Precincts:	1	**Early Voting Sites:**	-
Polling Places:	1		
Estimated Vote by mail Ballots:	600		

Personnel ***Salaries & Fringe Benefits, Overtime, Poll Workers***	$ 18,092.09
Polling Places ***Security, Polling Place Rentals***	100.00
Supplies and Services ***Election Supplies, Communication Charges, Vote-by-mail Ballot Set Up***	1,900.00
Trucks and Vehicles ***Truck and Vehicle Rentals, Equipment Delivery and Pick-up***	2,500.00
Ballot Creation and Printing ***Ballot coding and printing of Vote by Mail, Early Voting and Precinct Ballots, Consumables, Temporary Polling Place Change Notices, Contractual Services,*** *Translations.*	5,560.00
Postage ***Vote by Mail Sent and Business Reply, Temporary Polling Place Change Notices, Letters***	2,500.00
Advertising	-
Early Voting (Days 0 Sites 0)	-
Administrative Overhead	3,065.21
***TOTAL**	$ 33,717.30
Special Election 50% Deposit	N/A

* ***Please note these are estimated costs subject to change. If your question(s)/race(s) create additional ballot pages, the costs will be adjusted accordingly.***

* ***NOTES FOR SPECIAL ELECTIONS:***
As part of the transition agreements with Miami-Dade County and to reflect the new budgeting processes for the Supervisor of Election's Office Miami-Dade County is requiring that any municipality who wishes to conduct a special election must agree in writing, prior to the authorization of the special election, that the municipality will pay fifty percent (50%) of the estimated costs of the special election within thirty (30) days of the municipal act calling the special election.

For more information, you may contact:

Federico Arana
Manager, Budget & Accounting
Office of The Supiervisor of Election
2700 NW 87 Avenue
Miami, Florida 33172

Office: 305-499-8543 E-mail: federico.arana@votemiamidade.gov

Past Election Results

April 1, 2025

Mail Ballots	208
Early Voting	122 (3/29/2025 -68; 3/27/2025 – 54)
Election Day	283
Turnout	**18.12%**

April 2, 2024

Mail Ballots	332
Early Voting	195 3/30/2024 – 70; 03/28/2024 – 125)
Election Day	410
Turnout	**29.92%**

April 4, 2023

Mail Ballots	374
Early Voting	0 (There was no early voting)
Election Day	433
Turnout	**24.21%**

TOWN OF BAY HARBOR ISLANDS
BUILDING, PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	November 12, 2025
SUBJECT:	Town of Bay Harbor Islands – Request for Approval of a Second Extension of the Temporary Sales Center at 10301 East Bay Harbor Drive - Submitted by 10301 Bay Harbor Development LLC, in connection with the development of the properties at 9781, 9927-9955, and 10301 East Bay Harbor Drive.

RECOMMENDATION

Town Council discretion to approve the extension of the temporary Sales Center at 10301 East Bay Harbor Drive. The applicant is requesting an extension through December 31, 2026, with an option for one additional year through December 31, 2027.

BACKGROUND

The property at 10301 East Bay Harbor Drive has a long history of use as a temporary Sales Center, originally approved on June 8, 2020, for the “ONDA” project under prior ownership for an approximately two-year term. Following the expiration of that approval, the Town granted a six-month extension in November 2022, extending operations through May 2023. A subsequent request for an extension through March 2026 was denied on June 14, 2023. Later, on August 8, 2023, the Town Council approved a new one-year term under the current ownership.

The current applicant, 10301 Bay Harbor Drive, LLC, an affiliate of Regency Development Group, is now developing four multifamily residential projects in the immediate neighborhood: 9955 East Bay Harbor Drive (31 units), 9781 East Bay Harbor Drive (9 units), 10301 East

Bay Harbor Drive (9 units), and 10190 East Bay Harbor Drive (20 units), for a total of 69 residential units. The existing Sales Center at 10301 East Bay Harbor Drive has been utilized as a centralized marketing location for all four projects and continues to support ongoing development and sales efforts in the area. The current request represents a second extension under this developer.

ANALYSIS

The request is governed by Section 5-5(g)(9) of the Town's Code of Ordinances, which permits temporary sales offices at the discretion of the Town Council, provided:

a) The location allows for safe and efficient project completion with minimal disruption.
b) The office does not exceed one story or 12 feet in height.
c) The office must be removed prior to issuance of a Certificate of Occupancy.

The applicant presents the following points for consideration:

- **Code Compliance:** The existing facility was purpose-built as a sales center and is represented as being in compliance with the Town's development standards, including height and removal requirements.
- **Project Status & Justification:** Construction is underway at 9781 and 9955 East Bay Harbor Drive, and building permits are being processed for the projects at 10301 and 10190 East Bay Harbor Drive. Of the 69 total units, 15 have been sold to date. The extension is requested to continue sales for these concurrently developing projects.
- **Neighborhood Impact:** The applicant argues that concentrating sales activity at this single, existing location minimizes disruption across the neighborhood by preventing the need for multiple, dispersed sales trailers at the individual construction sites.
- **Requested Term:** The applicant is seeking a two-year extension, structured as a one-year term through the end of 2026, with an option for a second year through the end of 2027, to cover the full sales cycle of all four projects.

CONCLUSION

This request for an extension of the temporary Sales Center is made under the specific provisions of the Town Code. The Council's discretion involves balancing the developer's operational needs for its four active projects against the Town's interest in limiting the duration of temporary uses. The existing facility is represented as being code-compliant, and its continued use is presented to centralize and manage the sales activity for multiple construction sites. Town Council may consider approval of the extension for the requested term or an alternative duration it deems appropriate.

FINANCIAL ANAYSIS

There is no direct fiscal impact from the extension itself. The previous offer was $50,000 donation in the August 14, 2024, agenda.

ATTACHMENTS

1. Letter of Intent from Bercow Radell Fernandez Larkin & Tapanes, dated October 28, 2025.

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES
ZONING, LAND USE AND
ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6236 office
305.377.6222 fax
mamster@brzoninglaw.com

VIA ELECTRONIC MAIL & HAND DELIVERY

October 28, 2025

Lindsley Noel, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Re: Letter of Intent – Request for Extension of Temporary Sales Office located at 10301 East Bay Harbor Drive, Town of Harbor Islands

Dear Mr. Noel:

This law firm represents 10301 Bay Harbor Drive, LLC, (the "Applicant"), the owner of the property located at 10301 East Bay Harbor Drive (the "Property") in the Town of Bay Harbor Islands (the "Town"). Please accept this letter as the Applicant's letter of intent in support of a request for an extension of the temporary sales office for the Property.

Property. The Property, shown in Figure 1, fronts the long curve of East Bay Harbor Drive and 103 street. It is further identified by Miami-Dade County Property Appraiser Folio Nos. 13-3227-001-0800 and consists of one (1) lot, platted as Lots 1 of Block 4, of the Bay Harbor Island Plat as recorded in Plat Book 46 at Page 5 of the public records of Miami-Dade County. The Property is approximately 14,460 square feet in size (0.331 acres), and it is zoned RM-1, Multiple Family Residential District (waterfront lots). The Property is currently improved with a temporary sale center and associated parking and landscaping. The prior approved plans, including conceptual plans are attached hereto, as Exhibit "A".



Figure 1

History. Under prior ownership, the Property was originally approved as a temporary sales office for the Onda Residences, an abutting development to the northeast of the Property. The Applicant has owned the Property for a few years and is an affiliate of the Regency Development Group, who has received approval for four (4) multifamily residential projects located in the immediate neighborhood. The developments are located at 9955 East Bay Harbor Drive (31 units), 9781 East Bay Harbor Drive (9 units), on the Property (9 units) and the latest one at 10190 East Bay Harbor Drive (20 units). All projects have and continue to use the current temporary sales office.

Approved Projects Status. The Applicant is in construction for both 9781 and 9955 East Bay Harbor Drive and processing building permits for 10301 and 10190 East Bay Harbor Drive. Of the total of 69 units, 15 have been sold.

Request. The Applicant seeks to extend the use of the Property as a temporary sales office for an additional year, through the end of 2026, with an option for an additional year to the end of 2027. Pursuant to Section 5-5(g)(9) of the Town's Code of Ordinances, a temporary sales office approval is required at the discretion of the Town Council provided; (a) the location of an office provides for safe and efficient completion of the project with minimal disruption to existing residences, businesses, parking and traffic flows, and to ensure that the public services and facilities are available; (b) no office may exceed one story/12 feet in height above grade; and (c)

the office and all related temporary facilities must be removed prior to the issuance of a certificate of occupancy.

Here, the Property has been approved for a temporary sales office with parking on the Property. The Applicant continues to maintain the beautiful building and associated landscaping. Maintaining this location for the extension period will be a great benefit to the Town, especially the nearby area as it will help manage the number of construction projects happening at the same time.

The Applicant requests a one-year extension through 12/31/2026, with an option to extend an additional year to 12/31/2027, to continue sales for the approved projects. Use of the existing facility, specifically built for this purpose results in minimal disruption to existing residences, businesses, parking and traffic flows. In addition, the temporary sales office has already met the development standards set forth in the Town's Code of Ordinances.

Conclusion. The extension of the temporary sales office on the Property will provide the least amount of disruption for the neighborhood and is in compliance with the Town Code, with mindful consideration for current residents. Should you have any questions, comments, or require additional information, please contact me at (305) 377-6236.

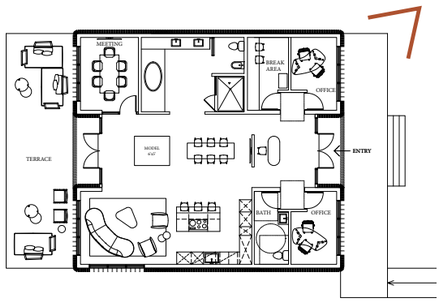
Very truly yours,

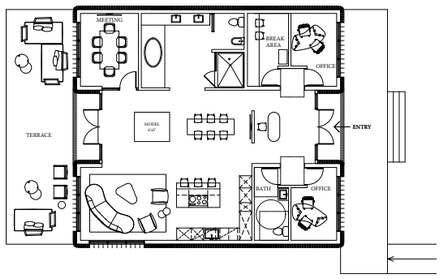
Matthew Amster

Attachment

cc: Alex Troyanovsky
Michael Troyanovsky

Exhibit A




MEETING
BREAK AREA
OFFICE
TERRACE
MODEL 6'x5'
ENTRY
BATH
OFFICE



ARQUITECTONICA

ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands , FL 33154

AERIAL CONTEXT

Scale: **N. T. S.**

DATE:
04.29.2020

A0-02

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The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



VIEW 01 - LOOKING WEST



VIEW 02 - LOOKING NORTH



VIEW 03 - LOOKING EAST



VIEW 04 - LOOKING SOUTH

ARQUITECTONICA

ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands , FL 33154

EXISTING AERIAL CONTEXT

Scale: **N. T. S.**

DATE:
04.29.2020

A0-03

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ARQUITECTONICA

ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands , FL 33154

CONTEXT SITE PLAN ROOF

Scale: **N. T. S.**

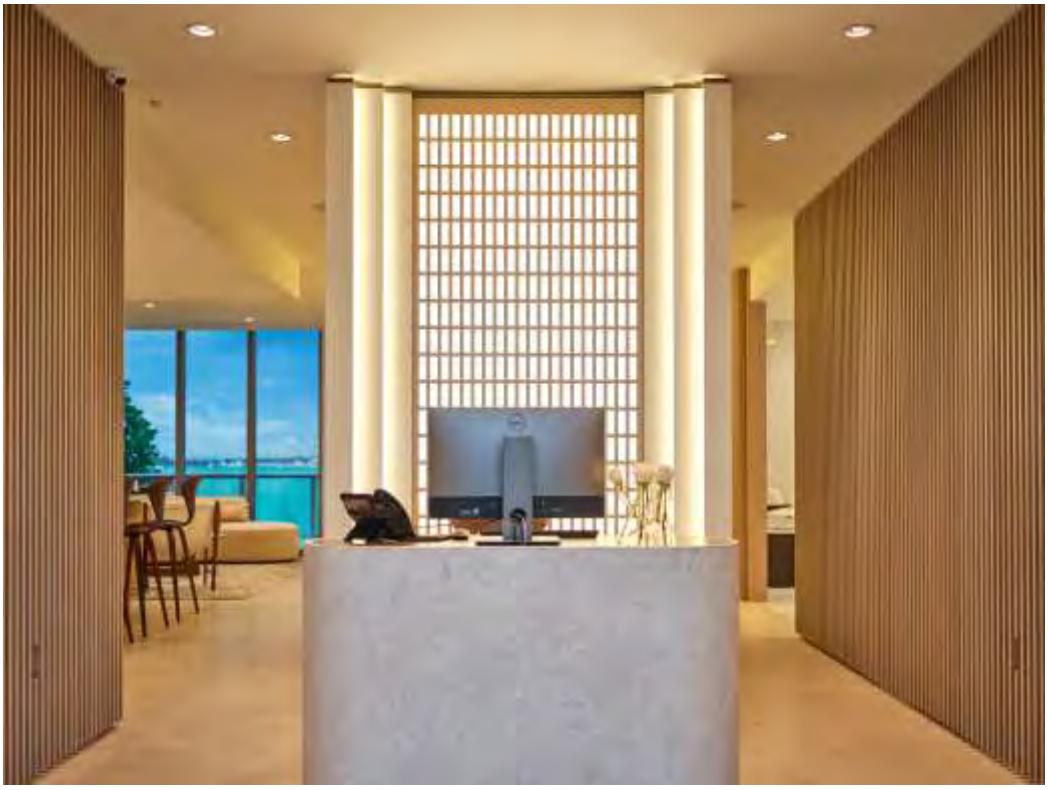
DATE:
04.29.2020

A0-05

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PHOTOGRAPHS OF THE SALES CENTER















TOWN OF BAY HARBOR ISLANDS
POLICE DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Evelyn Herbello, Town Clerk
FROM:	Luis Alvarez Chief of Police
DATE:	November 12, 2025
SUBJECT:	Town of Bay Harbor Islands - Discussion of school zone speed detection camera system (REDSPEED) hours of operation.

RECOMMENDATION

To discuss school zone speed detection camera system hours of operation.

BACKGROUND

The Town of Bay Harbor Islands has partnered with RedSpeed Florida, LLC to implement speed detection cameras aimed at enhancing safety within the designated school zone. The speed detection systems installed along the 1100 block of Kane Concourse (96th Street) are strategically positioned to monitor both eastbound and westbound traffic. By automating speed enforcement, the Town promotes consistent compliance with posted speed limits, thereby reducing the risk of collisions and improving safety for children and pedestrians.

The program launched with an educational phase focused on raising driver awareness through the issuance of warning citations. This warning period began on September 25, 2025, and concluded on October 27, 2025, during which a total of 2,333 warning citations were issued. Full enforcement, including the issuance of citations with fines, commenced on October 27, 2025. As of October 30, 2025, a total

of 22 citations have been issued. Additional citations are expected to upload into the system at a later time for the first 4 days of the enforcement phase.

PROGRAM INFORMATION

The Ruth K. Broad K-8 Center days and hours of normal school operations are as follows:

Monday	8:30am – 3:05pm
Tuesday	8:30am – 3:05pm
Wednesday	8:30am – 1:50pm
Thursday	8:30am – 3:05pm
Friday	8:30am – 3:05pm

Speed detection enforcement schedule are as follows:

HOURS	POSTED SPEED	CITATION SPEED
8:00am – 8:45am	15 mph (flashing lights)	26 mph
8:45am – 1:45pm	30 mph (no flashing lights)	41 mph
1:45pm – 3:30pm	15 mph (flashing lights)	26 mph
1:45pm – 2:20pm	15 mph (flashing lights)	26 mph (Wednesday only)

Over 10 mph will cause a citation to be issued during the listed times and posted speed.

The enforcement and penalties generated by the speed detection system will result in a civil penalty of $100. Violations will be supported by photographic or video evidence which can be viewed by the vehicle owner online.

The fines collected for the $100 civil penalty are distributed as follows:

AMOUNT	ALLOCATION
$39.00	Town of Bay Harbor Islands designated for public safety initiatives
$21.00	RedSpeed
$20.00	State General Fund
$12.00	Miami-Dade School District for school security initiatives
$5.00	School crossing guard recruitment and retention program
$3.00	Dept. of Law Enforcement Criminal Justice Standards &Training TF

The posted signs indicating the entering of a speed camera enforcement zone are strategically placed in the following locations indicating “Speed Limit Photo Enforced”

SIGN LOCATIONS
East Bay Harbor Drive north and south of 96 Street
West Bay Harbor Drive north and south of 96 street
Bay Harbor Terrace north and south of 96 Street
East Broadview Drive north and south side of 96 Street
1200 block of 96 Street (center median and south side of road)
Indian Creek Bridge in Bal Harbor on the north side of the roadway

FINANCIAL ANAYSIS

To be determined based on number of citations issued and funds collected.

ATTACHMENTS

RESOLUTION NO. 2482

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A SPEED DETECTION SYSTEMS CONTRACT WITH REDSPEED FLORIDA LLC UNDER THE PIGGY BACK PURCHASE PROVISION PURSUANT TO SECTION 2-1.2(6) OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, Florida law allows municipalities to use photo speed monitoring systems in school zones and to issue citations or warnings to vehicle owners who speed in excess of 11 miles above the speed limit based on the images recorded by cameras; and

WHEREAS, by Ordinance No. 1112, effective March 5, 2025, the Town Council authorized the use of photo speed monitoring systems within school zones in the Town of Bay Harbor Islands ("Town"); and

WHEREAS, pursuant to Section 2-1.2(6) of the Town of Bay Harbor Islands Code of Ordinances, whenever advantageous to the Town, the Town may utilize bids that have been awarded or under contract by the state, county, or other governmental agencies; and

WHEREAS, RedSpeed Florida LLC (RedSpeed) has an existing contract with the City of Plantation; and

WHEREAS, the Town Council finds it is advantageous to the Town and in the best interest, health, and welfare of the community to piggyback off the contract between RedSpeed and the City of Plantation to provide automated photo speeding violation detection, imaging, and citation services for the Town, and hereby approve the contract in substantially the form attached hereto as "Exhibit 1".

NOW, THEREFORE, BE IT RESOLVED 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. Authorization of the Town Council. The Town Council hereby authorizes the Town Manager to execute the agreement with RedSpeed Florida LLC to provide automated photo speeding violation detection, imaging, and citation services for the Town, under the piggy back purchase provision, in substantially the form attached hereto as Exhibit 1. The Town Manager is further authorized to carry out the aims of this resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town of Bay Harbor Islands this 9th day of April 2025.

By: _____
Isaac Salver, Mayor

ATTEST:

_____
Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:

By: _____
Greenspoon Marder, LLP
Town Attorneys
By: Joseph S. Geller, Esq.

AGREEMENT FOR SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE

TERM CONTRACT

This Agreement made and entered into this 20th day of May, 2025, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and **RedSpeed Florida, LLC**, a Florida Limited Liability Company ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the Town of Bay Harbor is requesting proposals from qualified Firms for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the Town with revenue sharing of any collections and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the services/projects on an "as-needed" basis; and

WHEREAS, the Town and the Contractor wish to enter into an Agreement for SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE in accordance with the City of Plantation Agreement in response to Request of Proposals No. 005-24 between the Contractor and the City of Plantation("Resolution No. 005-24") dated June 25, 2024.

NOW, THEREFORE, the Town and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows

WITNESSETH:

I. DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

This Agreement.

Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.

Notice of Award and Notice to Proceed.

General Conditions.

Request of Proposals No. 005-24, and the specifications prepared by the City of Plantation.

Exhibit A.

All applicable provisions of State and Federal Law.

Permits on file with the Town and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Approved change orders, addenda or amendments.

b. General Conditions.

c. This Agreement dated 5/20/2025, and any attachments and/or any related Task Orders.

d. Request of Proposals No. 005-24, and the specifications prepared by the City of Plantation.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Contract Administrator designated by the town as Joseph Locke, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Town.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or any of their agents or employees from those set forth in the Contract Documents

II. SCOPE

The Contractor shall perform the Work under the general direction of the Town as set forth in the Contract Documents and Exhibit A.

REDSPEED agrees to provide a turnkey solution for Speed Photo Enforcement (SPE Systems) to Town wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "TOWN Scope of Work". REDSPEED and TOWN understand and agree that new or previously

unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by TOWN, unless otherwise specified, TOWN shall not charge REDSPEED for the cost. All other in-scope work, external to TOWN, is the responsibility of REDSPEED.

The contractor acknowledges and agrees that the Town's Contract Administrator, Joseph Locke, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the Town Manager or his designee and approved by the Town Council whenever required in compliance with the Charter and Code of Ordinances for the Town of Bay Harbor Islands.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The initial contract term shall commence upon the date specified in the Notice To Proceed given by the Town and shall expire Four (4) years from that date. The Town reserves the right to extend the contract for five (5) additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town.

IV. FEES AND PAYMENTS

Description of Pricing. Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Rekor (or other major brand ALPR provider) licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

During any term of the Agreement, the Town shall receive or retain **$39.00** or **65%,** whichever is greater, of the Statutory (316.1896 (5)(b))monetary Allocation (this amount/percentage pertains to each fine collected by RedSpeed).

Payment of Compensation. The town shall review all invoices and pay all approved charges thereon, consistent with Section 218.73, Florida Statutes, as amended.

Reimbursement for Expenses. RedSpeed shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by the Town.

Extra Work. At any time during the Term, Town may request that RedSpeed perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably

anticipate would be necessary at the time of execution of this Agreement. RedSpeed shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

V. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Contractor under this Agreement may be retained by Town until all of Town's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the Town's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the Town's satisfaction; or

failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Contractor, for Town's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The Town and the Town's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the Town and the Town's officers, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

a. The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
b. The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form,

the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.

f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the Town and the Town's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town covering the Town, the Town's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the Town's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the Town as provided herein.

J. Audit Right and Retention of Records

Town shall have the right to audit the books, records, and accounts of Contractor and the Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause the Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to Town in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by Town in Dade County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of

the audit findings. If the Florida public records law is determined by Town to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Town pursuant to this Agreement and may result in debarment from Town's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of Town. No partnership, joint venture, or other joint relationship is created hereby. Town does not extend to Contractor or Contractor's agents any authority of any kind to bind Town in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of TOWN to inspect and observe the Work at all times.

The failure of the Town to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the Town's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement. Town may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without Town's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of Town shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to Town's approval or disapproval, and indemnify and hold Town and Town's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for Town by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to Town's prior written approval, which approval Town may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, the Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the Town directs.

Q. Materiality and Waiver of Breach

Town and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the Town for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the Town to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the Town shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the Town to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Town's liability as set forth in Section 768.28, Florida Statutes.

U. Governing Law, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Miami Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the Town may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the Town's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Town's Mayor and/or Town Manager, as determined by the Charter and Ordinances of the Town of Bay Harbor Islands, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, Town shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The Town and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.

2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise 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 contract term and following completion of the Agreement if the

Contractor does not transfer the records to the Town.

4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public 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 public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

5. The contractor shall comply with the requirements of Florida statutes 119.071 to the extent applicable to the contractor if the contractor has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this agreement, contact the custodian of public records at telephone number: (305) 866-6241, e-mail address: yhamilton@bayharborislands-fl.gov and mailing address: Town cCerk, 1030 95th Street Trailer 2, Bay Harbor Islands, FL 33154.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section VI. DD. in their subcontracts. The contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

EE. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed Florida, LLC:

RedSpeed Florida, LLc
400 Eisenhower Lane North
Lombard Illinois 60148
Attn: David De La Espriella. Vice President

Town:

Interim Chief of Police
Joseph Locke
1030 95th Street Trailer 4
Bay Harbor Islands FL 33154

Town Attorney
Joseph S. Geller
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154

Procurement Officer
Fausto Vargas
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

IN WITNESS WHEREOF, the Town and the Contractor execute this Agreement as follows:

TOWN OF BAY HARBOR ISLANDS,

By:_____
Lindsley Noel
~~Interim~~ Town Manager

By:_____
Yvonne Hamilton
Town Clerk

By:_____
Greenspoon Marder LLP
Town Attorney
Joseph S. Geller Esq

REDSPEED FLORIDA, LLC

By:_____
Robert Liberman
Chief Executive Officer

EXHIBIT A

RedSpeed®

March 26th, 2025

David De La Espriella
Vice President of Client Relations & Sales
Redspeed, Florida

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Below please find our proposed service fee schedule and scope of services for the installation and management of a speed photo enforcement (SPE) system for the Town of Bay Harbor Islands.

SERVICE FEE SCHEDULE

TOWN agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

   Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, Flock ALPR License(s), installation, maintenance, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

   35% of the TOWN's Statutory share of collected revenue.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to Town wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "TOWN Scope of Work". REDSPEED and TOWN understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by TOWN, unless otherwise specified, TOWN shall not charge REDSPEED for the cost. All other in-scope work, external to TOWN, is the responsibility of REDSPEED.

2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the TOWN's discretion. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the Town. If termination provision within the Agreement is exercises REDSPEED shall remove all equipment and restore property to original condition or better within 60 days after the termination of this agreement.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) hours of determination of a malfunction. No device shall be non-functional for more than five (5) calendar days. REDSPEED shall provide Town with view reports that measure down time. REDSPEED will ensure that while the system is malfunctioning no violations will be captured or, if captured, violations will be discarded and not submitted to review by TOWN.
8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of TOWN internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The Town of Bay Harbor Islands at CIBC Bank." All funds collected on behalf of TOWN, excluding REDSPEED's weekly fees and any fees (i.e. credit card) associated with electronic processing of violations, will be deposited in this account and transferred by wire on or about the 15th calendar day of the month to TOWN's primary deposit bank. TOWN will identify the account to receive funds wired from First Midwest Bank. TOWN shall sign a W-9 and blocked account agreement, to be completed by TOWN, to ensure TOWN's financial interest in said bank account is preserved.
10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach/ provide all signage in accordance with State Statutes as may be amended/FDOT criteria.

11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who will be the liaison between TOWN and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. TOWN shall reserve the right to request a new project manager.
13. REDSPEED shall provide TOWN with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as TOWN's agent.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for TOWN.
19. If TOWN is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
20. REDSPEED shall provide to TOWN access to RedCheck system, which provides TOWN with ability to run and print all standard system reports.
21. If required by TOWN, REDSPEED shall, at REDSPEED's expense, provide and train TOWN with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of TOWN or its authorized agent(s), REDSPEED will provide TOWN an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.

23. REDSPEED shall provide a toll-free, TOWN-specific help line to help TOWN resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
    a. Call Center is for the violator and helpline is for the TOWN. The assigned project manager is available as needed and we will provide cell phone number for emergency contact.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
25. REDSPEED shall provide TOWN with a warning period consistent with State law. To include but may not be limited, Multi-language PSA, FAQ, Clip Art as needed, printed handouts / posters as needed, social media assistance, PR firm availability.
26. REDSPEED shall provide authorized Town users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the Town.
27. TOWN will have real-time access to violation and camera data.
28. REDSPEED at the direction of the TOWN will install and maintain any required signage including flashers.
29. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and TOWN.
30. REDSPEED shall be solely responsible for any costs associated with the relocation of poles or posts supporting camera equipment, should such relocation be required by the TOWN. As the owner of the equipment, and in accordance with the conditions stipulated in the applicable permit(s), REDSPEED shall coordinate and bear the full expense of moving the equipment infrastructure at the TOWN'S request.
31. REDSPEED shall provide/build custom reports for the TOWN at no cost.
32. REDSPEED shall adjust enforcement schedule (calendar) within the same day following Town's approval.
33. REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed herein. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by TOWN.

SECTION 2.

TOWN'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, TOWN shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate TOWN responsibilities under the Agreement.

2. Within seven (7) business days of the Agreement, TOWN shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
3. Within seven (7) business days of execution of the Agreement, TOWN shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by TOWN's police department to approve and issue Notices of Violation.
4. TOWN may elect to establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at TOWN's facility or by appointment with the Police Department.
5. TOWN shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and TOWN will endeavor to approve the plans in a timely manner.
6. TOWN will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
7. If use of private property right of way is needed, TOWN shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
8. TOWN may allow REDSPEED to build needed infrastructure in existing TOWN owned easement as necessary and only after required permits have been approved.
9. TOWN's Traffic Enforcement Officer(s) will endeavor process each potential violation in accordance with State Law and/or TOWN's Ordinances within five (5) days (excluding Saturday, Sunday and TOWN observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.
10. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
11. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
12. TOWN shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. TOWN may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
    a. Should the TOWN receive direct inquiries they will forward citizen inquiries to red speed's call center and/or refer them to the website secure.speedviolation.com.

13. If remote access to a REDSPEED SPE System is blocked by TOWN's network security infrastructure, TOWN's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
14. TOWN shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. TOWN shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
15. TOWN shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc).
16. TOWN shall ensure that cameras in Town maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

END OF SECTION

AGREEMENT FOR SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE

TERM CONTRACT

This Agreement made and entered into this 9th day of April, 2025, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and **RedSpeed Florida, LLC**, a Florida Limited Liability Company ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the Town of Bay Harbor is requesting proposals from qualified Firms for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the Town with revenue sharing of any collections and

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the services/projects on an "as-needed" basis; and

WHEREAS, the Town and the Contractor wish to enter into an Agreement for SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE in accordance with the City of Plantation Agreement in response to Request of Proposals No. 005-24 between the Contractor and the City of Plantation("Resolution No. 005-24") dated June 25, 2024.

NOW, THEREFORE, the Town and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows

WITNESSETH:

I. DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

This Agreement.

Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.

Notice of Award and Notice to Proceed.

General Conditions.

Request of Proposals No. 005-24, and the specifications prepared by the City of Plantation.

Exhibit A.

All applicable provisions of State and Federal Law.

Permits on file with the Town and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Approved change orders, addenda or amendments.

b. General Conditions.

c. This Agreement dated _____, and any attachments and/or any related Task Orders.

d. Request of Proposals No. 005-24, and the specifications prepared by the City of Plantation.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Contract Administrator designated by the town as Joseph Locke, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Town.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or any of their agents or employees from those set forth in the Contract Documents

II. SCOPE

The Contractor shall perform the Work under the general direction of the Town as set forth in the Contract Documents and Exhibit A.

REDSPEED agrees to provide a turnkey solution for Speed Photo Enforcement (SPE Systems) to Town wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "TOWN Scope of Work". REDSPEED and TOWN understand and agree that new or previously

unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by TOWN, unless otherwise specified, TOWN shall not charge REDSPEED for the cost. All other in-scope work, external to TOWN, is the responsibility of REDSPEED.

The contractor acknowledges and agrees that the Town's Contract Administrator, Joseph Locke, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the Town Manager or his designee and approved by the Town Council whenever required in compliance with the Charter and Code of Ordinances for the Town of Bay Harbor Islands.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The initial contract term shall commence upon the date specified in the Notice To Proceed given by the Town and shall expire Four (4) years from that date. The Town reserves the right to extend the contract for five (5) additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town.

IV. FEES AND PAYMENTS

Description of Pricing. Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Rekor (or other major brand ALPR provider) licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

During any term of the Agreement, the Town shall receive or retain **$39.00** or **65%,** whichever is greater, of the Statutory (316.1896 (5)(b))monetary Allocation (this amount/percentage pertains to each fine collected by RedSpeed).

Payment of Compensation. The town shall review all invoices and pay all approved charges thereon, consistent with Section 218.73, Florida Statutes, as amended.

Reimbursement for Expenses. RedSpeed shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by the Town.

Extra Work. At any time during the Term, Town may request that RedSpeed perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably

anticipate would be necessary at the time of execution of this Agreement. RedSpeed shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

V. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Contractor under this Agreement may be retained by Town until all of Town's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the Town's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the Town's satisfaction; or

failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Contractor, for Town's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The Town and the Town's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the Town and the Town's officers, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

a. The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
b. The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form,

the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.

f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the Town and the Town's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town covering the Town, the Town's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the Town's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the Town as provided herein.

J. Audit Right and Retention of Records

Town shall have the right to audit the books, records, and accounts of Contractor and the Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause the Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to Town in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by Town in Dade County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of

the audit findings. If the Florida public records law is determined by Town to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Town pursuant to this Agreement and may result in debarment from Town's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of Town. No partnership, joint venture, or other joint relationship is created hereby. Town does not extend to Contractor or Contractor's agents any authority of any kind to bind Town in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of TOWN to inspect and observe the Work at all times.

The failure of the Town to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the Town's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement. Town may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without Town's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of Town shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to Town's approval or disapproval, and indemnify and hold Town and Town's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for Town by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to Town's prior written approval, which approval Town may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, the Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the Town directs.

Q. Materiality and Waiver of Breach

Town and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the Town for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the Town to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the Town shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the Town to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Town's liability as set forth in Section 768.28, Florida Statutes.

U. Governing Law, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Miami Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the Town may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the Town's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Town's Mayor and/or Town Manager, as determined by the Charter and Ordinances of the Town of Bay Harbor Islands, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, Town shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The Town and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.

2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise 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 contract term and following completion of the Agreement if the

Contractor does not transfer the records to the Town.

4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public 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 public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

5. The contractor shall comply with the requirements of Florida statutes 119.071 to the extent applicable to the contractor if the contractor has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this agreement, contact the custodian of public records at telephone number: (305) 866-6241, e-mail address: yhamilton@bayharborislands-fl.gov and mailing address: Town cCerk, 1030 95th Street Trailer 2, Bay Harbor Islands, FL 33154.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section VI. DD. in their subcontracts. The contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

EE. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed Florida, LLC:

RedSpeed Florida, LLc
400 Eisenhower Lane North
Lombard Illinois 60148
Attn: David De La Espriella. Vice President

Town:

Interim Chief of Police
Joseph Locke
1030 95th Street Trailer 4
Bay Harbor Islands FL 33154

Town Attorney
Joseph S. Geller
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154

Procurement Officer
Fausto Vargas
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

IN WITNESS WHEREOF, the Town and the Contractor execute this Agreement as follows:

TOWN OF BAY HARBOR ISLANDS,

By: _____
Lindsley ~~Nash~~
~~Interim~~ Town Manager
BH.

By: _____
Evelyn Herbello
Town Clerk

By: _____
Greenspoon Marder, LLP
Morris "Skip" Miller, Esq.
Town Attorney

REDSPEED FLORIDA, LLC

By: Robert Liberman
Robert Liberman
Chief Executive Officer

EXHIBIT A

RedSpeed®

March 26th, 2025

David De La Espriella
Vice President of Client Relations & Sales
Redspeed, Florida

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Below please find our proposed service fee schedule and scope of services for the installation and management of a speed photo enforcement (SPE) system for the Town of Bay Harbor Islands.

SERVICE FEE SCHEDULE

TOWN agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

   Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, Flock ALPR License(s), installation, maintenance, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

   35% of the TOWN's Statutory share of collected revenue.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to Town wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "TOWN Scope of Work". REDSPEED and TOWN understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by TOWN, unless otherwise specified, TOWN shall not charge REDSPEED for the cost. All other in-scope work, external to TOWN, is the responsibility of REDSPEED.

2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the TOWN's discretion. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the Town. If termination provision within the Agreement is exercises REDSPEED shall remove all equipment and restore property to original condition or better within 60 days after the termination of this agreement.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) hours of determination of a malfunction. No device shall be non-functional for more than five (5) calendar days. REDSPEED shall provide Town with view reports that measure down time. REDSPEED will ensure that while the system is malfunctioning no violations will be captured or, if captured, violations will be discarded and not submitted to review by TOWN.
8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of TOWN internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The Town of Bay Harbor Islands at CIBC Bank." All funds collected on behalf of TOWN, excluding REDSPEED's weekly fees and any fees (i.e. credit card) associated with electronic processing of violations, will be deposited in this account and transferred by wire on or about the 15th calendar day of the month to TOWN's primary deposit bank. TOWN will identify the account to receive funds wired from First Midwest Bank. TOWN shall sign a W-9 and blocked account agreement, to be completed by TOWN, to ensure TOWN's financial interest in said bank account is preserved.
10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach/ provide all signage in accordance with State Statutes as may be amended/FDOT criteria.

11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who will be the liaison between TOWN and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. TOWN shall reserve the right to request a new project manager.
13. REDSPEED shall provide TOWN with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as TOWN's agent.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for TOWN.
19. If TOWN is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
20. REDSPEED shall provide to TOWN access to RedCheck system, which provides TOWN with ability to run and print all standard system reports.
21. If required by TOWN, REDSPEED shall, at REDSPEED's expense, provide and train TOWN with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of TOWN or its authorized agent(s), REDSPEED will provide TOWN an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.

23. REDSPEED shall provide a toll-free, TOWN-specific help line to help TOWN resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
    a. Call Center is for the violator and helpline is for the TOWN. The assigned project manager is available as needed and we will provide cell phone number for emergency contact.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
25. REDSPEED shall provide TOWN with a warning period consistent with State law. To include but may not be limited, Multi-language PSA, FAQ, Clip Art as needed, printed handouts / posters as needed, social media assistance, PR firm availability.
26. REDSPEED shall provide authorized Town users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the Town.
27. TOWN will have real-time access to violation and camera data.
28. REDSPEED at the direction of the TOWN will install and maintain any required signage including flashers.
29. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and TOWN.
30. REDSPEED shall be solely responsible for any costs associated with the relocation of poles or posts supporting camera equipment, should such relocation be required by the TOWN. As the owner of the equipment, and in accordance with the conditions stipulated in the applicable permit(s), REDSPEED shall coordinate and bear the full expense of moving the equipment infrastructure at the TOWN'S request.
31. REDSPEED shall provide/build custom reports for the TOWN at no cost.
32. REDSPEED shall adjust enforcement schedule (calendar) within the same day following Town's approval.
33. REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed herein. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by TOWN.

SECTION 2.

TOWN'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, TOWN shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate TOWN responsibilities under the Agreement.

2. Within seven (7) business days of the Agreement, TOWN shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
3. Within seven (7) business days of execution of the Agreement, TOWN shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by TOWN's police department to approve and issue Notices of Violation.
4. TOWN may elect to establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at TOWN's facility or by appointment with the Police Department.
5. TOWN shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and TOWN will endeavor to approve the plans in a timely manner.
6. TOWN will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
7. If use of private property right of way is needed, TOWN shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
8. TOWN may allow REDSPEED to build needed infrastructure in existing TOWN owned easement as necessary and only after required permits have been approved.
9. TOWN's Traffic Enforcement Officer(s) will endeavor process each potential violation in accordance with State Law and/or TOWN's Ordinances within five (5) days (excluding Saturday, Sunday and TOWN observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.
10. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
11. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
12. TOWN shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. TOWN may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
    a. Should the TOWN receive direct inquiries they will forward citizen inquiries to red speed's call center and/or refer them to the website secure.speedviolation.com.

13. If remote access to a REDSPEED SPE System is blocked by TOWN's network security infrastructure, TOWN's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
14. TOWN shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. TOWN shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
15. TOWN shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc).
16. TOWN shall ensure that cameras in Town maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

END OF SECTION

Title XXIII MOTOR VEHICLES	Chapter 316 STATE UNIFORM TRAFFIC CONTROL Entire Chapter	**SECTION 008** **Powers of local authorities.**

316.008 Powers of local authorities.—

(1) The provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from:

(a) Regulating or prohibiting stopping, standing, or parking.

(b) Regulating traffic by means of police officers or official traffic control devices.

(c) Regulating or prohibiting processions or assemblages on the streets or highways, including all state or federal highways lying within their boundaries.

(d) Designating particular highways or roadways for use by traffic moving in one direction.

(e) Establishing speed limits for vehicles in public parks.

(f) Designating any street as a through street or designating any intersection as a stop or yield intersection.

(g) Restricting the use of streets.

(h) Regulating the operation of bicycles.

(i) Regulating or prohibiting the turning of vehicles or specified types of vehicles.

(j) Altering or establishing speed limits within the provisions of this chapter.

(k) Requiring written crash reports.

(l) Designating no-passing zones.

(m) Prohibiting or regulating the use of controlled access roadways by any class or kind of traffic.

(n) Prohibiting or regulating the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic.

(o) Designating hazardous railroad grade crossings in conformity to criteria promulgated by the Department of Transportation.

(p) Designating and regulating traffic on play streets.

(q) Prohibiting pedestrians from crossing a roadway in a business district or any designated highway except on a crosswalk.

(r) Regulating pedestrian crossings at unmarked crosswalks.

(s) Regulating persons upon skates, coasters, and other toy vehicles.

(t) Adopting and enforcing such temporary or experimental regulations as may be necessary to cover emergencies or special conditions.

(u) Enacting ordinances or erecting signs in the rights-of-way to control, regulate, or prohibit hitchhiking on streets or highways, including all state or federal highways lying within their boundaries.

(v) Regulating, restricting, or prohibiting traffic within the boundary of any airport owned by the state, a county, a municipality, or a political subdivision and enforcing violations under the provisions of this chapter and chapter 318.

(w) Regulating, restricting, or monitoring traffic by security devices or personnel on public streets and highways, whether by public or private parties and providing for the construction and maintenance of such streets and highways.

(2) The municipality, through its duly authorized officers, shall have nonexclusive jurisdiction over the prosecution, trial, adjudication, and punishment of violations of this chapter when a violation occurs within the municipality and the person so charged is charged by a municipal police officer. The disposition of such matters in the municipality shall be in accordance with the charter of that municipality. This subsection does not limit those counties which have the charter power to provide and regulate arterial, toll, and other roads, bridges, tunnels, and related

facilities from the proper exercise of those powers pertaining to the consolidation and unification of a traffic court system within such counties.

(3) No local authority shall erect or maintain any official traffic control device at any location so as to regulate the traffic on any state road unless approval in writing has first been obtained from the Department of Transportation.

(4) A county or municipality may enact an ordinance providing a fine for the violation of s. 316.1955 in excess of the fine specified by s. 318.18(6), except that such a fine may not exceed $250. Any such ordinance may provide for the deposit of such fines in a separate county or municipal account to be used in the following manner:

(a) One-third to be used to defray expenses for the administration of this subsection.

(b) Two-thirds to be used to provide funds to improve accessibility and equal opportunity to qualified persons who have disabilities in the county or municipality and to provide funds to conduct public awareness programs in the county or municipality concerning persons who have disabilities.

(5)(a) A county or municipality may enact an ordinance providing a fine for the violation of s. 316.1945(1)(b)2. or 5. in excess of the fine specified by s. 318.18(2), except that such fine may not exceed the fine specified in s. 318.18(2) by more than $3. However, such ordinance shall provide that the fines collected pursuant to this subsection in excess of the fines which would be collected pursuant to s. 318.18(2) for such violations shall be used by the county or municipality for the purpose of funding a firefighter education program. The amount of the fines collected pursuant to this subsection in excess of the fines which would be collected pursuant to s. 318.18(2) for such violations shall be reported on a monthly basis by the clerk of the court to the appropriate county or municipality.

(b) A county or municipality may enact an ordinance which dedicates a portion of any fine collected for a violation of such ordinance for the purpose of funding a firefighter education program, if such ordinance is limited to the regulation of parking within a firesafety zone.

(6) A county or municipality may enact an ordinance providing for the establishment of a "combat automobile theft" program, and may charge a fee for the administration of the program and the cost of the decal. Such a program shall include:

(a) Consent forms for motor vehicle owners who wish to enroll their vehicles.

(b) Decals indicating a vehicle's enrollment in the "combat automobile theft" program. The Department of Law Enforcement shall approve the color, design, and other specifications of the program decal.

(c) A consent form signed by a motor vehicle owner provides authorization for a law enforcement officer to stop the vehicle when it is being driven between the hours of 1 a.m. and 5 a.m., provided that a decal is conspicuously affixed to the bottom left corner of the back window of the vehicle to provide notice of its enrollment in the "combat automobile theft" program. The owner of the motor vehicle is responsible for removing the decal when terminating participation in the program, or when selling or otherwise transferring ownership of the vehicle. No civil liabilities will arise from the actions of a law enforcement officer when stopping a vehicle with a yellow decal evidencing enrollment in the program when the driver is not enrolled in the program provided that the stop is made in accordance with the requirements of the "combat automobile theft" program.

(7)(a) A county or municipality may enact an ordinance to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, electric bicycles, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law. The ordinance must restrict such vehicles or devices to a maximum speed of 15 miles per hour in such areas.

(b)1. Except as provided in subparagraph 2., a personal delivery device and a mobile carrier may be operated on sidewalks and crosswalks within a county or municipality when such use is permissible under federal law. This paragraph does not restrict a county or municipality from otherwise adopting regulations for the safe operation of personal delivery devices and mobile carriers.

2. A personal delivery device may not be operated on the Florida Shared-Use Nonmotorized Trail Network created under s. 339.81 or components of the Florida Greenways and Trails System created under chapter 260.

(8)(a) A county or municipality may use traffic infraction detectors to enforce s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal on streets and highways under its jurisdiction under s. 316.0083. Only a municipality may install or authorize the installation of any such detectors within the incorporated area of the

municipality. Only a county may install or authorize the installation of any such detectors within the unincorporated area of the county.

(b) Pursuant to paragraph (a), a municipality may install or, by contract or interlocal agreement, authorize the installation of any such detectors only within the incorporated area of the municipality, and a county may install or, by contract or interlocal agreement, authorize the installation of any such detectors only within the unincorporated area of the county. A county may authorize installation of any such detectors by interlocal agreement on roads under its jurisdiction.

(c) Pursuant to s. 316.0083, a county or municipality may use traffic infraction detectors to enforce s. 316.074(1) or s. 316.075(1)(c)1. when a driver fails to stop at a traffic signal on state roads under the original jurisdiction of the Department of Transportation when permitted by the Department of Transportation.

(9)(a) A county or municipality may enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to s. 316.1895:

1. Within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program;
2. Within 30 minutes before through 30 minutes after the start of a regularly scheduled school session;
3. During the entirety of a regularly scheduled school session; and
4. Within 30 minutes before through 30 minutes after the end of a regularly scheduled school session

through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation. A school zone's compliance with s. 316.1895 creates a rebuttable presumption that the school zone is properly maintained.

(b) A county or municipality may place or install, or contract with a vendor to place or install, a speed detection system within a roadway maintained as a school zone as provided in s. 316.1895 to enforce unlawful speed violations, as specified in s. 316.1895(10) or s. 316.183, on that roadway.

(c) A county or municipality must enact an ordinance in order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone as authorized by this subsection. As part of the public hearing on such proposed ordinance, the county or municipality must consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and the county or municipality must determine that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures pursuant to this subsection.

History.—s. 1, ch. 71-135; s. 3, ch. 71-982; s. 1, ch. 76-72; s. 2, ch. 83-164; s. 1, ch. 84-234; s. 1, ch. 85-227; s. 1, ch. 85-325; s. 3, ch. 86-154; s. 1, ch. 89-34; s. 25, ch. 90-330; s. 1, ch. 93-30; s. 33, ch. 94-306; s. 1, ch. 96-200; s. 4, ch. 96-350; s. 81, ch. 99-248; s. 4, ch. 2010-80; s. 1, ch. 2010-163; s. 44, ch. 2010-223; s. 16, ch. 2011-4; s. 2, ch. 2017-150; s. 2, ch. 2018-130; s. 3, ch. 2020-69; s. 2, ch. 2023-174.

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The Florida Senate

2025 Florida Statutes

Title XXIII MOTOR VEHICLES	Chapter 316 STATE UNIFORM TRAFFIC CONTROL Entire Chapter	**SECTION 1896** **Roadways maintained as school zones; speed detection system enforcement; penalties; appeal procedure; privacy; reports.**

316.1896 Roadways maintained as school zones; speed detection system enforcement; penalties; appeal procedure; privacy; reports.—

(1) For purposes of administering this section, a county or municipality may authorize a traffic infraction enforcement officer under s. 316.640 to issue uniform traffic citations for violations of ss. 316.1895 and 316.183 as authorized by s. 316.008(9), as follows:

(a) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.

(b) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.

(c) For a violation of s. 316.183 in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

(d) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.

Such violation must be evidenced by a speed detection system described in ss. 316.008(9) and 316.0776(3). This subsection does not prohibit a review of information from a speed detection system by an authorized employee or agent of a county or municipality before issuance of the uniform traffic citation by the traffic infraction enforcement officer. This subsection does not prohibit a county or municipality from issuing notices as provided in subsection (2) to the registered owner of the motor vehicle for a violation of s. 316.1895 or s. 316.183.

(2) Within 30 days after a violation, notice must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under s. 318.14 and that the violator must pay the penalty under s. 318.18(3)(d) to the county or municipality, or furnish an affidavit in accordance with subsection (8), within 30 days after the date of the notice of violation in order to avoid court fees, costs, and the issuance of a uniform traffic citation. The notice of violation must:

(a) Be sent by first-class mail.

(b) Include a photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation.

(c) Include a notice that the owner has the right to review, in person or remotely, the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system which constitute a rebuttable presumption that the motor vehicle was used in violation of s. 316.1895 or s. 316.183.

(d) State the time when, and the place or website at which, the photograph or video captured and evidence of speed detected may be examined and observed.

(3) Notwithstanding any other law, a person who receives a notice of violation under this section may request a hearing within 30 days after the notice of violation or may pay the penalty pursuant to the notice of violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all costs related thereto and a form used for requesting a hearing. As used in this subsection, the term "person"

includes a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of the violation.

(4) If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or an authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the notice of violation.

(5) Penalties assessed and collected by the county or municipality authorized to collect the funds provided for in this section, less the amount retained by the county or municipality pursuant to paragraph (b) and paragraph (e) and the amount remitted to the county school district pursuant to paragraph (d), must be paid to the Department of Revenue weekly. Such payment must be made by means of electronic funds transfer. In addition to the payment, a detailed summary of the penalties remitted must be reported to the Department of Revenue. Penalties to be assessed and collected by the county or municipality as established in s. 318.18(3)(d) must be remitted as follows:

(a) Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund.

(b) Sixty dollars must be retained by the county or municipality and must be used to administer speed detection systems in school zones and other public safety initiatives.

(c) Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund.

(d) Twelve dollars must be remitted to the county school district in which the violation occurred and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. Funds remitted under this paragraph must be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions.

(e) Five dollars must be retained by the county or municipality for the School Crossing Guard Recruitment and Retention Program pursuant to s. 316.1894.

(6) A uniform traffic citation must be issued by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 30 days after notification under subsection (2), if the registered owner has not requested a hearing as authorized under subsection (3), and if the registered owner has not submitted an affidavit in accordance with subsection (8).

(a) Delivery of the uniform traffic citation constitutes notification of a violation under this subsection. If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or a duly authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the uniform traffic citation.

(b) In the case of joint ownership of a motor vehicle, the uniform traffic citation must be mailed to the first name appearing on the motor vehicle registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

(c) The uniform traffic citation mailed to the registered owner of the motor vehicle involved in the infraction must be accompanied by the information described in paragraphs (2)(b)-(d).

(7) The registered owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of s. 316.1895 or s. 316.183 unless the owner can establish that:

(a) The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;

(b) A uniform traffic citation was issued by law enforcement to the driver of the motor vehicle for the alleged violation of s. 316.1895 or s. 316.183; or

(c) The motor vehicle's owner was deceased on or before the date of the alleged violation, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other identified person or family member.

(8) To establish such facts under subsection (7), the registered owner of the motor vehicle must, within 30 days after the date of issuance of the notice of violation or the uniform traffic citation, furnish to the appropriate governmental entity an affidavit setting forth information supporting an exception under subsection (7).

(a) An affidavit supporting the exception under paragraph (7)(a) must include the name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the motor vehicle was stolen at the time of the alleged violation, the affidavit must include the police report indicating that the motor vehicle was stolen.

(b) If a uniform traffic citation for a violation of s. 316.1895 or s. 316.183 was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

(c) If the motor vehicle's owner to whom a notice of violation or a uniform traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the date of the alleged violation and one of the following:

1. A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death but on or before the date of the alleged violation.

2. Documented proof that the registered license plate belonging to the deceased owner's motor vehicle was returned to the department or any branch office or authorized agent of the department after his or her death but on or before the date of the alleged violation.

3. A copy of the police report showing that the deceased owner's registered license plate or motor vehicle was stolen after his or her death but on or before the date of the alleged violation.

Upon receipt of the affidavit and documentation required under paragraphs (b) and (c), or 30 days after the date of issuance of a notice of violation sent to a person identified as having care, custody, or control of the motor vehicle at the time of the violation under paragraph (a), the county or municipality must dismiss the notice or citation and provide proof of such dismissal to the person who submitted the affidavit. If, within 30 days after the date of a notice of violation sent to a person under subsection (9), the county or municipality receives an affidavit under subsection (10) from the person sent a notice of violation affirming that the person did not have care, custody, or control of the motor vehicle at the time of the violation, the county or municipality must notify the registered owner that the notice or citation will not be dismissed due to failure to establish that another person had care, custody, or control of the motor vehicle at the time of the violation.

(9) Upon receipt of an affidavit under paragraph (8)(a), the county or municipality may issue the person identified as having care, custody, or control of the motor vehicle at the time of the violation a notice of violation pursuant to subsection (2) for a violation of s. 316.1895 or s. 316.183. The affidavit is admissible in a proceeding pursuant to this section for the purpose of providing evidence that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased motor vehicle for which a uniform traffic citation is issued for a violation of s. 316.1895 or s. 316.183 is not responsible for paying the uniform traffic citation and is not required to submit an affidavit as specified in subsection (8) if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

(10) If a county or municipality receives an affidavit under paragraph (8)(a), the notice of violation required under subsection (2) must be sent to the person identified in the affidavit within 30 days after receipt of the affidavit. The person identified in an affidavit and sent a notice of violation may also affirm that he or she did not have care, custody, or control of the motor vehicle at the time of the violation by furnishing to the appropriate governmental entity within 30 days after the date of the notice of violation an affidavit stating such.

(11) The submission of a false affidavit is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(12) The photograph or video captured by a speed detection system and the evidence of the speed of the motor vehicle detected by a speed detection system which are attached to or referenced in the uniform traffic citation are evidence of a violation of s. 316.1895 or s. 316.183 and are admissible in any proceeding to enforce this section. The photograph or video and the evidence of speed detected raise a rebuttable presumption that the motor vehicle named in the report or shown in the photograph or video was used in violation of s. 316.1895 or s. 316.183.

(13) This section supplements the enforcement of ss. 316.1895 and 316.183 by a law enforcement officer and does not prohibit a law enforcement officer from issuing a uniform traffic citation for a violation of s. 316.1895 or s. 316.183.

(14) A hearing under this section must be conducted under the procedures established by s. 316.0083(5) and as follows:

(a) The department must publish and make available electronically to each county and municipality a model request for hearing form to assist each county or municipality administering this section.

(b) A county or municipality electing to authorize traffic infraction enforcement officers to issue uniform traffic citations under subsection (6) must designate by resolution existing staff to serve as the clerk to the local hearing officer.

(c) A person, referred to in this subsection as the "petitioner," who elects to request a hearing under subsection (3) must be scheduled for a hearing by the clerk to the local hearing officer. The clerk must furnish the petitioner with notice sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing up to two times by submitting a written request to reschedule to the clerk at least 5 calendar days before the day of the scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the penalty assessed under subsection (2), plus the administrative costs established in s. 316.0083(5)(c), before the start of the hearing.

(d) All testimony at the hearing must be under oath and must be recorded. The local hearing officer must take testimony from a traffic infraction enforcement officer and the petitioner and may take testimony from others. The local hearing officer must review the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system made available under paragraph (2)(b). Formal rules of evidence do not apply, but due process must be observed and govern the proceedings.

(e) At the conclusion of the hearing, the local hearing officer must determine whether a violation under this section occurred and must uphold or dismiss the violation. The local hearing officer must issue a final administrative order including the determination and, if the notice of violation is upheld, must require the petitioner to pay the penalty previously assessed under subsection (2), and may also require the petitioner to pay county or municipal costs not to exceed the amount established in s. 316.0083(5)(e). The final administrative order must be mailed to the petitioner by first-class mail.

(f) An aggrieved party may appeal a final administrative order consistent with the process provided in s. 162.11.

(15)(a) A speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce violations of ss. 316.1895 and 316.183, or user-controlled pan or tilt adjustments of speed detection system components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

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

(c) Notwithstanding any other law, registered motor vehicle owner information obtained as a result of the operation of a speed detection system in a school zone is not the property of the manufacturer or vendor of the speed detection system and may be used only for the purposes of this section.

(16)(a) Each county or municipality that operates one or more speed detection systems must submit a report by October 1, 2024, and annually thereafter, to the department which identifies the public safety objectives used to identify a school zone for enforcement under this section, reports compliance with s. 316.0776(3)(c), and details the results of the speed detection system in the school zone and the procedures for enforcement. The information from counties and municipalities must be submitted in a form and manner determined by the department, which the department must make available to the counties and municipalities by August 1, 2023, and the department may require data components to be submitted quarterly. The report must include at least the following:

1. Information related to the location of each speed detection system, including the geocoordinates of the school zone, the directional approach of the speed detection system, the school name, the school level, the times the speed detection system was active, the restricted school zone speed limit enforced pursuant to s. 316.1895(5), the posted

speed limit enforced at times other than those authorized by s. 316.1895(5), the date the systems were activated to enforce violations of ss. 316.1895 and 316.183, and, if applicable, the date the systems were deactivated.

2. The number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid.

3. Any other statistical data and information related to the procedures for enforcement which is required by the department to complete the report required under paragraph (c).

(b) Each county or municipality that operates a speed detection system is responsible for and must maintain its respective data for reporting purposes under this subsection for at least 2 years after such data is reported to the department.

(c) On or before December 31, 2024, and annually thereafter, the department must submit a summary report to the Governor, the President of the Senate, and the Speaker of the House of Representatives regarding the use of speed detection systems under this section, along with any legislative recommendations from the department. The summary report must include a review of the information submitted to the department by the counties and municipalities and must describe the enhancement of safety and enforcement programs.

History.—s. 5, ch. 2023-174.

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An act relating to enforcement of school zone speed limits; amending s. 316.003, F.S.; revising and providing definitions; amending s. 316.008, F.S.; authorizing a county or municipality to enforce the speed limit in a school zone at specified periods through the use of a speed detection system; providing a rebuttable presumption; authorizing a county or municipality to install, or contract with a vendor to install, a speed detection system in a school zone; requiring a county or municipality to enact an ordinance to authorize placement or installation of such system; requiring the county or municipality to consider certain evidence and make a certain determination at a public hearing; amending s. 316.0776, F.S.; specifying conditions for the placement or installation of speed detection systems; requiring the Department of Transportation to establish certain specifications by a specified date; requiring a county or municipality that installs a speed detection system to provide certain notice to the public; providing signage requirements; requiring a county or municipality that has never conducted a school zone speed detection system program to conduct a public awareness campaign before commencing

enforcement using such system; limiting penalties in effect during the public awareness campaign; requiring a county or municipality to place a specified annual report on the agenda of a regular or special meeting of its governing body; requiring approval by the governing body at a regular or special meeting before contracting or renewing a contract to place or install such system; providing for public comment; prohibiting such report, contract, or contract renewal from being considered as part of a consent agenda; providing requirements for a written summary of such report; requiring a report to the Department of Highway Safety and Motor Vehicles; prohibiting compliance with certain provisions from being raised in a proceeding challenging a violation; creating s. 316.1894, F.S.; requiring a law enforcement agency with jurisdiction over a county or municipality conducting a school zone speed detection system program to use certain funds to administer the School Crossing Guard Recruitment and Retention Program; providing purposes; requiring program design and management at the discretion of the law enforcement agency; creating s. 316.1896, F.S.; authorizing a county or municipality to authorize a traffic infraction enforcement officer to issue uniform traffic citations for certain violations;

providing construction; providing notice requirements and procedures; authorizing a person who receives a notice of violation to request a hearing within a specified timeframe; defining the term "person"; providing for waiver of challenge or dispute as to the delivery of the notice of violation; requiring a county or municipality to pay certain funds to the Department of Revenue; providing for the distribution of funds; providing requirements for issuance of a uniform traffic citation; providing for waiver of challenge or dispute as to the delivery of the uniform traffic citation; providing notice requirements and procedures; specifying that the registered owner of a motor vehicle is responsible and liable for paying a uniform traffic citation; providing exceptions; requiring an owner of a motor vehicle to furnish an affidavit under certain circumstances; specifying requirements for such affidavit and procedures relating thereto; providing a criminal penalty for submitting a false affidavit; providing that certain photographs or video and evidence of speed are admissible in certain proceedings; providing a rebuttable presumption; providing construction; providing requirements and procedures for hearings; prohibiting the use of a speed detection system for

remote surveillance; providing construction; specifying requirements of and prohibitions on the use of recorded video and photographs captured by a speed detection system; requiring municipalities and counties to submit an annual report to the Department of Highway Safety and Motor Vehicles in a form and manner specified by the department; authorizing the department to require quarterly submission of data; providing report requirements; requiring counties and municipalities to retain certain records for a specified period; requiring the department to submit a summary report to the Governor and Legislature; amending s. 316.1906, F.S.; revising the definition of the term "officer"; providing self-test requirements for speed detection systems; requiring a law enforcement agency operating a speed detection system to maintain a log of results of the system's self-tests and to perform independent calibration tests of such systems; providing for the admissibility of certain evidence in certain proceedings; amending s. 318.18, F.S.; providing a civil penalty for a speed limit violation in a school zone; providing for distribution thereof; providing conditions under which a case may be dismissed; amending s. 322.27, F.S.; prohibiting points from being imposed against a driver

license for certain infractions enforced by a traffic infraction enforcement officer; prohibiting such infractions from being used to set motor vehicle insurance rates; amending ss. 316.306, 316.640, 318.14, 318.21, and 655.960, F.S.; conforming cross-references and provisions to changes made by the act; amending s. 316.650, F.S.; revising the period during which certain traffic citation data must be provided to a court having jurisdiction over the alleged offense; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (82) through (109) of section 316.003, Florida Statutes, are renumbered as subsections (83) through (110), respectively, subsections (38) and (64) are amended, and a new subsection (82) is added to that section, to read:

316.003 Definitions.—The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

(38) LOCAL HEARING OFFICER.—The person, designated by a department, county, or municipality that elects to authorize traffic infraction enforcement officers to issue traffic

citations under ss. 316.0083(1)(a) and 316.1896(1) ~~s. 316.0083(1)(a)~~, who is authorized to conduct hearings related to a notice of violation issued pursuant to s. 316.0083 or s. 316.1896. The charter county, noncharter county, or municipality may use its currently appointed code enforcement board or special magistrate to serve as the local hearing officer. The department may enter into an interlocal agreement to use the local hearing officer of a county or municipality.

(64) PRIVATE ROAD OR DRIVEWAY.—Except as otherwise provided in paragraph (88)(b) ~~(87)(b)~~, any privately owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

(82) SPEED DETECTION SYSTEM.—A portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation.

Section 2. Subsection (9) is added to section 316.008, Florida Statutes, to read:

316.008 Powers of local authorities.—

(9)(a) A county or municipality may enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to s. 316.1895:

1. Within 30 minutes before through 30 minutes after the

start of a regularly scheduled breakfast program;

2. Within 30 minutes before through 30 minutes after the start of a regularly scheduled school session;

3. During the entirety of a regularly scheduled school session; and

4. Within 30 minutes before through 30 minutes after the end of a regularly scheduled school session

through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation. A school zone's compliance with s. 316.1895 creates a rebuttable presumption that the school zone is properly maintained.

(b) A county or municipality may place or install, or contract with a vendor to place or install, a speed detection system within a roadway maintained as a school zone as provided in s. 316.1895 to enforce unlawful speed violations, as specified in s. 316.1895(10) or s. 316.183, on that roadway.

(c) A county or municipality must enact an ordinance in order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone as authorized by this subsection. As part of the public hearing on such proposed ordinance, the county or municipality must consider traffic data or other evidence supporting the

installation and operation of each proposed school zone speed detection system, and the county or municipality must determine that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures pursuant to this subsection.

Section 3. Subsection (3) is added to section 316.0776, Florida Statutes, to read:

316.0776 Traffic infraction detectors; speed detection systems; placement and installation.—

(3) A speed detection system authorized by s. 316.008(9) may be placed or installed in a school zone on a state road when permitted by the Department of Transportation and in accordance with placement and installation specifications developed by the Department of Transportation. The speed detection system may be placed or installed in a school zone on a street or highway under the jurisdiction of a county or a municipality in accordance with placement and installation specifications established by the Department of Transportation. The Department of Transportation must establish such placement and installation specifications by December 31, 2023.

(a) If a county or municipality places or installs a speed detection system as authorized by s. 316.008(9), the county or municipality must notify the public that a speed detection system may be in use by posting signage indicating photographic

or video enforcement of the school zone speed limits. Such signage shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Department of Transportation. For a speed detection system enforcing violations of s. 316.1895 or s. 316.183 on a roadway maintained as a school zone, this paragraph governs the signage notifying the public of the use of a speed detection system.

(b) If a county or municipality begins a school zone speed detection system program in a county or municipality that has never conducted such a program, the respective county or municipality must make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least 30 days before commencing enforcement under the speed detection system program and must notify the public of the specific date on which the program will commence. During the 30-day public awareness campaign, only a warning may be issued to the registered owner of a motor vehicle for a violation of s. 316.1895 or s. 316.183 enforced by a speed detection system, and liability may not be imposed for the civil penalty under s. 318.18(3)(d).

(c) A county or municipality that operates one or more school zone speed detection systems must annually report the results of all systems within the county's or municipality's

jurisdiction by placing the report required under s. 316.1896(16)(a) as a single reporting item on the agenda of a regular or special meeting of the county's or municipality's governing body. Before a county or municipality contracts or renews a contract to place or install a speed detection system in a school zone pursuant to s. 316.008(9), the county or municipality must approve the contract or contract renewal at a regular or special meeting of the county's or municipality's governing body.

1. Interested members of the public must be allowed to comment regarding the report, contract, or contract renewal under the county's or municipality's public comment policies or formats, and the report, contract, or contract renewal may not be considered as part of a consent agenda.

2. The report required under this paragraph must include a written summary, which must be read aloud at the regular or special meeting, and the summary must contain, for the same time period pertaining to the annual report to the department under s. 316.1896(16)(a), the number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid and how collected funds were distributed and in what amounts. The county or municipality must report to the department that the county's or municipality's annual report was considered in accordance

with this paragraph, including the date of the regular or special meeting at which the annual report was considered.

3. The compliance or sufficiency of compliance with this paragraph may not be raised in a proceeding challenging a violation of s. 316.1895 or s. 316.183 enforced by a speed detection system in a school zone.

Section 4. Section 316.1894, Florida Statutes, is created to read:

316.1894 School Crossing Guard Recruitment and Retention Program.—The law enforcement agency having jurisdiction over a county or municipality conducting a school zone speed detection system program authorized by s. 316.008(9) must use funds generated pursuant to s. 316.1896(5)(e) from the school zone speed detection system program to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at K-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The School Crossing Guard Recruitment and Retention Program must be designed and managed at the discretion of the law enforcement agency.

Section 5. Section 316.1896, Florida Statutes, is created to read:

316.1896 Roadways maintained as school zones; speed detection system enforcement; penalties; appeal procedure;

privacy; reports.—

(1) For purposes of administering this section, a county or municipality may authorize a traffic infraction enforcement officer under s. 316.640 to issue uniform traffic citations for violations of ss. 316.1895 and 316.183 as authorized by s. 316.008(9), as follows:

(a) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.

(b) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.

(c) For a violation of s. 316.183 in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

(d) For a violation of s. 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.

Such violation must be evidenced by a speed detection system described in ss. 316.008(9) and 316.0776(3). This subsection does not prohibit a review of information from a speed detection

system by an authorized employee or agent of a county or municipality before issuance of the uniform traffic citation by the traffic infraction enforcement officer. This subsection does not prohibit a county or municipality from issuing notices as provided in subsection (2) to the registered owner of the motor vehicle for a violation of s. 316.1895 or s. 316.183.

(2) Within 30 days after a violation, notice must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under s. 318.14 and that the violator must pay the penalty under s. 318.18(3)(d) to the county or municipality, or furnish an affidavit in accordance with subsection (8), within 30 days after the date of the notice of violation in order to avoid court fees, costs, and the issuance of a uniform traffic citation. The notice of violation must:

(a) Be sent by first-class mail.

(b) Include a photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation.

(c) Include a notice that the owner has the right to review, in person or remotely, the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system which

constitute a rebuttable presumption that the motor vehicle was used in violation of s. 316.1895 or s. 316.183.

(d) State the time when, and the place or website at which, the photograph or video captured and evidence of speed detected may be examined and observed.

(3) Notwithstanding any other law, a person who receives a notice of violation under this section may request a hearing within 30 days after the notice of violation or may pay the penalty pursuant to the notice of violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all costs related thereto and a form used for requesting a hearing. As used in this subsection, the term "person" includes a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of the violation.

(4) If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or an authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the

notice of violation.

(5) Penalties assessed and collected by the county or municipality authorized to collect the funds provided for in this section, less the amount retained by the county or municipality pursuant to paragraph (b) and paragraph (e) and the amount remitted to the county school district pursuant to paragraph (d), must be paid to the Department of Revenue weekly. Such payment must be made by means of electronic funds transfer. In addition to the payment, a detailed summary of the penalties remitted must be reported to the Department of Revenue. Penalties to be assessed and collected by the county or municipality as established in s. 318.18(3)(d) must be remitted as follows:

(a) Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund.

(b) Sixty dollars must be retained by the county or municipality and must be used to administer speed detection systems in school zones and other public safety initiatives.

(c) Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund.

(d) Twelve dollars must be remitted to the county school district in which the violation occurred and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. Funds remitted

under this paragraph must be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions.

(e) Five dollars must be retained by the county or municipality for the School Crossing Guard Recruitment and Retention Program pursuant to s. 316.1894.

(6) A uniform traffic citation must be issued by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 30 days after notification under subsection (2), if the registered owner has not requested a hearing as authorized under subsection (3), and if the registered owner has not submitted an affidavit in accordance with subsection (8).

(a) Delivery of the uniform traffic citation constitutes notification of a violation under this subsection. If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or a duly authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the uniform traffic citation.

(b) In the case of joint ownership of a motor vehicle, the uniform traffic citation must be mailed to the first name appearing on the motor vehicle registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

(c) The uniform traffic citation mailed to the registered owner of the motor vehicle involved in the infraction must be accompanied by the information described in paragraphs (2)(b), (2)(c), and (2)(d).

(7) The registered owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of s. 316.1895 or s. 316.183 unless the owner can establish that:

(a) The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;

(b) A uniform traffic citation was issued by law enforcement to the driver of the motor vehicle for the alleged violation of s. 316.1895 or s. 316.183; or

(c) The motor vehicle's owner was deceased on or before the date of the alleged violation, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other identified person or family member.

(8) To establish such facts under subsection (7), the registered owner of the motor vehicle must, within 30 days after

the date of issuance of the notice of violation or the uniform traffic citation, furnish to the appropriate governmental entity an affidavit setting forth information supporting an exception under subsection (7).

(a) An affidavit supporting the exception under paragraph (7)(a) must include the name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the motor vehicle was stolen at the time of the alleged violation, the affidavit must include the police report indicating that the motor vehicle was stolen.

(b) If a uniform traffic citation for a violation of s. 316.1895 or s. 316.183 was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.

(c) If the motor vehicle's owner to whom a notice of violation or a uniform traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the date of the alleged violation and one of the following:

1. A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death but on or before the date of the alleged violation.

2. Documented proof that the registered license plate belonging to the deceased owner's motor vehicle was returned to the department or any branch office or authorized agent of the department after his or her death but on or before the date of the alleged violation.

3. A copy of the police report showing that the deceased owner's registered license plate or motor vehicle was stolen after his or her death but on or before the date of the alleged violation.

Upon receipt of the affidavit and documentation required under paragraphs (b) and (c), or 30 days after the date of issuance of a notice of violation sent to a person identified as having care, custody, or control of the motor vehicle at the time of the violation under paragraph (a), the county or municipality must dismiss the notice or citation and provide proof of such dismissal to the person who submitted the affidavit. If, within 30 days after the date of a notice of violation sent to a person under subsection (9), the county or municipality receives an affidavit under subsection (10) from the person sent a notice of violation affirming that the person did not have care, custody, or control of the motor vehicle at the time of the violation, the county or municipality must notify the registered owner that the notice or citation will not be dismissed due to failure to establish that another person had care, custody, or control of

the motor vehicle at the time of the violation.

(9) Upon receipt of an affidavit under paragraph (8)(a), the county or municipality may issue the person identified as having care, custody, or control of the motor vehicle at the time of the violation a notice of violation pursuant to subsection (2) for a violation of s. 316.1895 or s. 316.183. The affidavit is admissible in a proceeding pursuant to this section for the purpose of providing evidence that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased motor vehicle for which a uniform traffic citation is issued for a violation of s. 316.1895 or s. 316.183 is not responsible for paying the uniform traffic citation and is not required to submit an affidavit as specified in subsection (8) if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.

(10) If a county or municipality receives an affidavit under paragraph (8)(a), the notice of violation required under subsection (2) must be sent to the person identified in the affidavit within 30 days after receipt of the affidavit. The person identified in an affidavit and sent a notice of violation may also affirm that he or she did not have care, custody, or control of the motor vehicle at the time of the violation by furnishing to the appropriate governmental entity within 30 days after the date of the notice of violation an affidavit stating

such.

(11) The submission of a false affidavit is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(12) The photograph or video captured by a speed detection system and the evidence of the speed of the motor vehicle detected by a speed detection system which are attached to or referenced in the uniform traffic citation are evidence of a violation of s. 316.1895 or s. 316.183 and are admissible in any proceeding to enforce this section. The photograph or video and the evidence of speed detected raise a rebuttable presumption that the motor vehicle named in the report or shown in the photograph or video was used in violation of s. 316.1895 or s. 316.183.

(13) This section supplements the enforcement of ss. 316.1895 and 316.183 by a law enforcement officer and does not prohibit a law enforcement officer from issuing a uniform traffic citation for a violation of s. 316.1895 or s. 316.183.

(14) A hearing under this section must be conducted under the procedures established by s. 316.0083(5) and as follows:

(a) The department must publish and make available electronically to each county and municipality a model request for hearing form to assist each county or municipality administering this section.

(b) A county or municipality electing to authorize traffic

infraction enforcement officers to issue uniform traffic citations under subsection (6) must designate by resolution existing staff to serve as the clerk to the local hearing officer.

(c) A person, referred to in this subsection as the "petitioner," who elects to request a hearing under subsection (3) must be scheduled for a hearing by the clerk to the local hearing officer. The clerk must furnish the petitioner with notice sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing up to two times by submitting a written request to reschedule to the clerk at least 5 calendar days before the day of the scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the penalty assessed under subsection (2), plus the administrative costs established in s. 316.0083(5)(c), before the start of the hearing.

(d) All testimony at the hearing must be under oath and must be recorded. The local hearing officer must take testimony from a traffic infraction enforcement officer and the petitioner and may take testimony from others. The local hearing officer must review the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system made available under paragraph (2)(b). Formal rules of evidence do not apply, but due process must be observed and govern the proceedings.

(e) At the conclusion of the hearing, the local hearing officer must determine whether a violation under this section occurred and must uphold or dismiss the violation. The local hearing officer must issue a final administrative order including the determination and, if the notice of violation is upheld, must require the petitioner to pay the penalty previously assessed under subsection (2), and may also require the petitioner to pay county or municipal costs not to exceed the amount established in s. 316.0083(5)(e). The final administrative order must be mailed to the petitioner by first-class mail.

(f) An aggrieved party may appeal a final administrative order consistent with the process provided in s. 162.11.

(15)(a) A speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce violations of ss. 316.1895 and 316.183, or user-controlled pan or tilt adjustments of speed detection system components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

(b) Any recorded video or photograph obtained through the

use of a speed detection system must be destroyed within 90 days after the final disposition of the recorded event. The vendor of a speed detection system must provide the county or municipality with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection.

(c) Notwithstanding any other law, registered motor vehicle owner information obtained as a result of the operation of a speed detection system in a school zone is not the property of the manufacturer or vendor of the speed detection system and may be used only for the purposes of this section.

(16)(a) Each county or municipality that operates one or more speed detection systems must submit a report by October 1, 2024, and annually thereafter, to the department which identifies the public safety objectives used to identify a school zone for enforcement under this section, reports compliance with s. 316.0776(3)(c), and details the results of the speed detection system in the school zone and the procedures for enforcement. The information from counties and municipalities must be submitted in a form and manner determined by the department, which the department must make available to the counties and municipalities by August 1, 2023, and the department may require data components to be submitted quarterly. The report must include at least the following:

1. Information related to the location of each speed detection system, including the geocoordinates of the school

zone, the directional approach of the speed detection system, the school name, the school level, the times the speed detection system was active, the restricted school zone speed limit enforced pursuant to s. 316.1895(5), the posted speed limit enforced at times other than those authorized by s. 316.1895(5), the date the systems were activated to enforce violations of ss. 316.1895 and 316.183, and, if applicable, the date the systems were deactivated.

2. The number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid.

3. Any other statistical data and information related to the procedures for enforcement which is required by the department to complete the report required under paragraph (c).

(b) Each county or municipality that operates a speed detection system is responsible for and must maintain its respective data for reporting purposes under this subsection for at least 2 years after such data is reported to the department.

(c) On or before December 31, 2024, and annually thereafter, the department must submit a summary report to the Governor, the President of the Senate, and the Speaker of the House of Representatives regarding the use of speed detection systems under this section, along with any legislative recommendations from the department. The summary report must

include a review of the information submitted to the department by the counties and municipalities and must describe the enhancement of safety and enforcement programs.

Section 6. Paragraph (d) of subsection (1) of section 316.1906, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

316.1906 Radar speed-measuring devices; speed detection systems; evidence, admissibility.—

(1) DEFINITIONS.—

(d) "Officer" means any:

1. "Law enforcement officer" who is elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with the authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state;

2. "Part-time law enforcement officer" who is employed or appointed less than full time, as defined by an employing agency, with or without compensation; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state; ~~or~~

3. "Auxiliary law enforcement officer" who is employed or appointed, with or without compensation; who aids or assists a

full-time or part-time law enforcement officer; and who, while under the direct supervision of a full-time or part-time law enforcement officer, has the authority to arrest and perform law enforcement functions; or

4. "Traffic infraction enforcement officer" who is employed or appointed, with or without compensation, and satisfies the requirements of s. 316.640(5) and is vested with authority to enforce violations of ss. 316.1895 and 316.183 pursuant to s. 316.1896.

(3) A speed detection system is exempt from the design requirements for radar or LiDAR units established by the department. A speed detection system must have the ability to perform self-tests as to its detection accuracy. The system must perform a self-test at least once every 30 days. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must maintain a log of the results of the system's self-tests. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must also perform an independent calibration test on the speed detection system at least once every 12 months. The self-test logs, as well as the results of the annual calibration test, are admissible in any court proceeding for a uniform traffic citation issued for a violation of s. 316.1895 or s. 316.183 enforced pursuant to s. 316.1896. Notwithstanding subsection

(2), evidence of the speed of a motor vehicle detected by a speed detection system compliant with this subsection and the determination by a traffic enforcement officer that a motor vehicle is operating in excess of the applicable speed limit is admissible in any proceeding with respect to an alleged violation of law regulating the speed of motor vehicles in school zones.

Section 7. Paragraphs (d) through (h) of subsection (3) of section 318.18, Florida Statutes, are redesignated as paragraphs (e) through (i), respectively, and a new paragraph (d) is added to that subsection to read:

318.18 Amount of penalties.—The penalties required for a noncriminal disposition pursuant to s. 318.14 or a criminal offense listed in s. 318.17 are as follows:

(3)

(d)1. Notwithstanding paragraphs (b) and (c), a person cited for a violation of s. 316.1895(10) or s. 316.183 for exceeding the speed limit in force at the time of the violation on a roadway maintained as a school zone as provided in s. 316.1895, when enforced by a traffic infraction enforcement officer pursuant to s. 316.1896, must pay a fine of $100. Fines collected under this paragraph must be distributed as follows:

a. Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund.

b. Seventy-seven dollars must be distributed to the county

for any violations occurring in any unincorporated areas of the county or to the municipality for any violations occurring in the incorporated boundaries of the municipality in which the infraction occurred, to be used as provided in s. 316.1896(5).

c. Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund to be used as provided in s. 943.25.

2. If a person who is mailed a notice of violation or a uniform traffic citation for a violation of s. 316.1895(10) or s. 316.183, as enforced by a traffic infraction enforcement officer under s. 316.1896, presents documentation from the appropriate governmental entity that the notice of violation or uniform traffic citation was in error, the clerk of court or clerk to the local hearing officer may dismiss the case. The clerk of court or clerk to the local hearing officer may not charge for this service.

Section 8. Paragraph (d) of subsection (3) of section 322.27, Florida Statutes, is amended to read:

322.27 Authority of department to suspend or revoke driver license or identification card.—

(3) There is established a point system for evaluation of convictions of violations of motor vehicle laws or ordinances, and violations of applicable provisions of s. 403.413(6)(b) when such violations involve the use of motor vehicles, for the

determination of the continuing qualification of any person to operate a motor vehicle. The department is authorized to suspend the license of any person upon showing of its records or other good and sufficient evidence that the licensee has been convicted of violation of motor vehicle laws or ordinances, or applicable provisions of s. 403.413(6)(b), amounting to 12 or more points as determined by the point system. The suspension shall be for a period of not more than 1 year.

(d) The point system shall have as its basic element a graduated scale of points assigning relative values to convictions of the following violations:

1. Reckless driving, willful and wanton—4 points.

2. Leaving the scene of a crash resulting in property damage of more than $50—6 points.

3. Unlawful speed, or unlawful use of a wireless communications device, resulting in a crash—6 points.

4. Passing a stopped school bus:

a. Not causing or resulting in serious bodily injury to or death of another—4 points.

b. Causing or resulting in serious bodily injury to or death of another—6 points.

5. Unlawful speed:

a. Not in excess of 15 miles per hour of lawful or posted speed—3 points.

b. In excess of 15 miles per hour of lawful or posted

speed—4 points.

c. Points may not be imposed for a violation of unlawful speed as provided in s. 316.1895 or s. 316.183 when enforced by a traffic infraction enforcement officer pursuant to s. 316.1896. In addition, a violation of s. 316.1895 or s. 316.183 when enforced by a traffic infraction enforcement officer pursuant to s. 316.1896 may not be used for purposes of setting motor vehicle insurance rates.

6. A violation of a traffic control signal device as provided in s. 316.074(1) or s. 316.075(1)(c)1.—4 points. However, no points shall be imposed for a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a traffic infraction enforcement officer. In addition, a violation of s. 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to stop at a traffic signal and when enforced by a traffic infraction enforcement officer may not be used for purposes of setting motor vehicle insurance rates.

7. All other moving violations (including parking on a highway outside the limits of a municipality)—3 points. However, no points shall be imposed for a violation of s. 316.0741 or s. 316.2065(11); and points shall be imposed for a violation of s. 316.1001 only when imposed by the court after a hearing pursuant to s. 318.14(5).

8. Any moving violation covered in this paragraph,

excluding unlawful speed and unlawful use of a wireless communications device, resulting in a crash—4 points.

9. Any conviction under s. 403.413(6)(b)—3 points.

10. Any conviction under s. 316.0775(2)—4 points.

11. A moving violation covered in this paragraph which is committed in conjunction with the unlawful use of a wireless communications device within a school safety zone—2 points, in addition to the points assigned for the moving violation.

Section 9. Paragraph (a) of subsection (3) of section 316.306, Florida Statutes, is amended to read:

316.306 School and work zones; prohibition on the use of a wireless communications device in a handheld manner.—

(3)(a)1. A person may not operate a motor vehicle while using a wireless communications device in a handheld manner in a designated school crossing, school zone, or work zone area as defined in s. 316.003(110) ~~s. 316.003(109)~~. This subparagraph shall only be applicable to work zone areas if construction personnel are present or are operating equipment on the road or immediately adjacent to the work zone area. For the purposes of this paragraph, a motor vehicle that is stationary is not being operated and is not subject to the prohibition in this paragraph.

2. Effective January 1, 2020, a law enforcement officer may stop motor vehicles and issue citations to persons who are driving while using a wireless communications device in a

handheld manner in violation of subparagraph 1.

Section 10. Paragraph (a) of subsection (5) of section 316.640, Florida Statutes, is amended to read:

316.640 Enforcement.—The enforcement of the traffic laws of this state is vested as follows:

(5)(a) Any sheriff's department or police department of a municipality may employ, as a traffic infraction enforcement officer, any individual who successfully completes instruction in traffic enforcement procedures and court presentation through the Selective Traffic Enforcement Program as approved by the Division of Criminal Justice Standards and Training of the Department of Law Enforcement, or through a similar program, but who does not necessarily otherwise meet the uniform minimum standards established by the Criminal Justice Standards and Training Commission for law enforcement officers or auxiliary law enforcement officers under s. 943.13. Any such traffic infraction enforcement officer who observes the commission of a traffic infraction or, in the case of a parking infraction, who observes an illegally parked vehicle may issue a traffic citation for the infraction when, based upon personal investigation, he or she has reasonable and probable grounds to believe that an offense has been committed which constitutes a noncriminal traffic infraction as defined in s. 318.14. In addition, any such traffic infraction enforcement officer may issue a traffic citation under ss. 316.0083 and 316.1896 ~~s.~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~316.0083~~. For purposes of enforcing ss. 316.0083, 316.1895, and 316.183 ~~s. 316.0083~~, any sheriff's department or police department of a municipality may designate employees as traffic infraction enforcement officers. The traffic infraction enforcement officers must be physically located in the county of the respective sheriff's or police department.

Section 11. Paragraphs (a) and (c) of subsection (3) of section 316.650, Florida Statutes, are amended to read:

316.650 Traffic citations.—

(3)(a) Except for a traffic citation issued pursuant to s. 316.1001, ~~or~~ s. 316.0083, or s. 316.1896, each traffic enforcement officer, upon issuing a traffic citation to an alleged violator of any provision of the motor vehicle laws of this state or of any traffic ordinance of any municipality or town, shall deposit the original traffic citation or, in the case of a traffic enforcement agency that has an automated citation issuance system, the chief administrative officer shall provide by an electronic transmission a replica of the citation data to a court having jurisdiction over the alleged offense or with its traffic violations bureau within 5 business days after issuance to the violator.

(c) If a traffic citation is issued under s. 316.0083 or s. 316.1896, the traffic infraction enforcement officer shall provide by electronic transmission a replica of the traffic citation data to the court having jurisdiction over the alleged

offense or its traffic violations bureau within 5 business days after the date of issuance of the traffic citation to the violator. If a hearing is requested, the traffic infraction enforcement officer shall provide a replica of the traffic notice of violation data to the clerk for the local hearing officer having jurisdiction over the alleged offense within 14 days.

Section 12. Subsection (2) of section 318.14, Florida Statutes, is amended to read:

318.14 Noncriminal traffic infractions; exception; procedures.—

(2) Except as provided in ss. 316.1001(2), ~~and~~ 316.0083, and 316.1896, any person cited for a violation requiring a mandatory hearing listed in s. 318.19 or any other criminal traffic violation listed in chapter 316 must sign and accept a citation indicating a promise to appear. The officer may indicate on the traffic citation the time and location of the scheduled hearing and must indicate the applicable civil penalty established in s. 318.18. For all other infractions under this section, except for infractions under s. 316.1001, the officer must certify by electronic, electronic facsimile, or written signature that the citation was delivered to the person cited. This certification is prima facie evidence that the person cited was served with the citation.

Section 13. Subsections (4), (5), and (15) of section

318.21, Florida Statutes, are amended to read:

318.21 Disposition of civil penalties by county courts.—All civil penalties received by a county court pursuant to the provisions of this chapter shall be distributed and paid monthly as follows:

(4) Of the additional fine assessed under s. 318.18(3)(g) ~~s. 318.18(3)(f)~~ for a violation of s. 316.1301, 40 percent must be remitted to the Department of Revenue for deposit in the Grants and Donations Trust Fund of the Division of Blind Services of the Department of Education, and 60 percent must be distributed pursuant to subsections (1) and (2).

(5) Of the additional fine assessed under s. 318.18(3)(g) ~~s. 318.18(3)(f)~~ for a violation of s. 316.1303(1), 60 percent must be remitted to the Department of Revenue for deposit in the Grants and Donations Trust Fund of the Division of Vocational Rehabilitation of the Department of Education, and 40 percent must be distributed pursuant to subsections (1) and (2).

(15) Of the additional fine assessed under s. 318.18(3)(f) ~~s. 318.18(3)(e)~~ for a violation of s. 316.1893, 50 percent of the moneys received from the fines shall be appropriated to the Agency for Health Care Administration as general revenue to provide an enhanced Medicaid payment to nursing homes that serve Medicaid recipients with brain and spinal cord injuries. The remaining 50 percent of the moneys received from the enhanced fine imposed under s. 318.18(3)(f) ~~s. 318.18(3)(e)~~ shall be

remitted to the Department of Revenue and deposited into the Department of Health Emergency Medical Services Trust Fund to provide financial support to certified trauma centers in the counties where enhanced penalty zones are established to ensure the availability and accessibility of trauma services. Funds deposited into the Emergency Medical Services Trust Fund under this subsection shall be allocated as follows:

(a) Fifty percent shall be allocated equally among all Level I, Level II, and pediatric trauma centers in recognition of readiness costs for maintaining trauma services.

(b) Fifty percent shall be allocated among Level I, Level II, and pediatric trauma centers based on each center's relative volume of trauma cases as calculated using the hospital discharge data collected pursuant to s. 408.061.

Section 14. Subsection (1) of section 655.960, Florida Statutes, is amended to read:

655.960 Definitions; ss. 655.960-655.965.—As used in this section and ss. 655.961-655.965, unless the context otherwise requires:

(1) "Access area" means any paved walkway or sidewalk which is within 50 feet of any automated teller machine. The term does not include any street or highway open to the use of the public, as defined in s. 316.003(88)(a) ~~s. 316.003(87)(a)~~ or (b), including any adjacent sidewalk, as defined in s. 316.003.

Section 15. This act shall take effect July 1, 2023.

AGENDA ITEM REPORT
April 14, 2021

ITEM NUMBER: 8.

ITEM: Consideration and **Approval** of a Resolution appointing the Town Attorney and Assistant Town Attorneys. Enclosed is a copy of the proposed resolution.

DESCRIPTION:
In accordance with Section 3.03(a) of the Town Charter it is the Town Council authority to appoint the Town Attorney and/or Law Firm.

The proposed resolution reflects the newly selected Town Attorney Joseph Geller and Assistant Town Attorney James Rauh of Greenspoon Marder, LLP.

Enclosed is a copy of the proposed resolution and a copy of the Request for Proposal outlining the retainer.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba L. Chang, Town Clerk

ATTACHMENTS
1. Reso Appointing Town Attorney - 2021
2. Greenspoon Marder_RFP No BHI-207

RESOLUTION NO. 2226

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA APPOINTING A TOWN ATTORNEY AND ASSISTANT TOWN ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands has conducted a search and selection process for town attorneys; and

WHEREAS, on Monday, March 22, 2021, the Town Council met for the purposes of making a selection, and named Greenspoon Marder, LLP, as Town Attorneys, with Joseph S. Geller of the firm being principal town attorney and James Rauh as assistant town attorney; and

WHEREAS, terms of the appointment are to be those specified in the response to request for proposal furnished by Greenspoon Marder, LLP, a copy of which is attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Bay Harbor Islands:

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this referenced.

Section 2. Greenspoon Marder, LLP are hereby named as Town Attorneys in accordance with the foregoing.

Section 3. This resolution shall take effect April 1, 2021 and shall continue for the ensuing year unless terminated in accordance with law.

PASSED AND ADOPTED by the Town Council of the Town of Bay Harbor Islands, Florida this 14th day of April, 2021.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SPECIAL COUNSEL – GENOVESE JOBLOVE & BATTISTA, P.A.
By: ALFREDO L. GONZALEZ

AGENDA ITEM REPORT
November 12, 2025

ITEM NUMBER: 27.

ITEM: Discussion and possible action to approve a resolution adopting Robert's Rules of Order as the parliamentary procedure for the Town Council. Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

The purpose of this item is to present for the Town Council's consideration a resolution to formally adopt *Robert's Rules of Order, Newly Revised* as the official parliamentary authority governing the procedures of the Town Council of Bay Harbor Islands.

Background:
In the interest of ensuring orderly, fair, and consistent conduct of meetings, many municipalities and governing bodies across the country adopt a standardized set of parliamentary procedures. *Robert's Rules of Order* is the most widely used manual of parliamentary procedure and provides comprehensive guidance for conducting meetings, making motions, and ensuring the rights of all members are protected.

Currently, the Town Council operates without a formally adopted parliamentary authority. This can lead to uncertainty or inconsistency in meeting procedures. The adoption of *Robert's Rules of Order, Newly Revised* will provide a clear, accessible framework for conducting Council meetings, resolving procedural questions, and promoting transparency and efficiency in legislative proceedings.

RECOMMENDED ACTION:

It is recommended that the Town Council adopt *Robert's Rules of Order, Newly Revised* as its official parliamentary authority, to govern all matters of procedure not otherwise addressed by the Town Charter, Town Code, or other applicable laws.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

Teri D'Amico, Council Member

ATTACHMENTS

1.	Resolution - Roberts Rules of Order

RESOLUTION NO. ___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING ROBERT'S RULES OF ORDER, NEWLY REVISED, AS THE PARLIAMENTARY AUTHORITY GOVERNING THE PROCEDURES OF THE TOWN COUNCIL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands recognizes the need for clear, consistent, and orderly procedures for conducting meetings; and

WHEREAS, the adoption of a standard parliamentary authority promotes fairness, transparency, and efficiency in the decision-making process; and

WHEREAS, *Robert's Rules of Order, Newly Revised* is a widely recognized and authoritative guide for parliamentary procedure used by many governmental bodies across the United States; and

WHEREAS, the Town Council desires to adopt *Robert's Rules of Order, Newly Revised* as the governing rules for parliamentary procedure in its meetings, except where otherwise provided by the Town Charter, local ordinances, or applicable law; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:

Section 1-Adoption of Parliamentary Authority. The Town Council hereby adopts *Robert's Rules of Order, Newly Revised* as the official parliamentary authority to govern the conduct of all Town Council meetings and proceedings, except where superseded by the Town Charter, Town Code, or applicable Florida law.

Section 2-Conflict Cause. In the event of any conflict between *Robert's Rules of Order* and the Town Charter, Town Code, or state law, the latter shall prevail.

Section 3-Severability. If any section, subsection, clause, or provision of this Resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 5-Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 12th day of November 2025.

Motion By: _____

Seconded By: _____

FINAL ADOPTED VOTE:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Joshua D. Fuller	_____
Council Member Molly Diallo	_____
Council Member Teri D'Amico	_____
Council Member Eric Rappaport	_____
Council Member Robert H. Yaffe	_____

_____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Greenspoon Marder, LLP
Town Attorneys
BY: Morris “Skip” Miller, Esq.