NORTH BAY VILLAGE
EST. 1945

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, February 17, 2026 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

(In-person and virtual via Zoom. See below for details)

The meeting agenda is available online at:
https://northbayvillage-fl.gov/agendas-minutes

Elected Officials and Village staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 891 2658 3746
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: ***Public comments will also be accepted during the meeting using the virtual meeting platform.***

VIA E-MAIL TO: publiccomment@nbvillage.com

Interested parties or their authorized representatives may address the Commission and/or Board via written or electronic commentary ("e-comments") by emailing the Village Clerk at least two (2) hours prior to the commencement of the meeting. E-comments will not be read during the meeting but will be distributed to the Village Commission or Board prior to the commencement of the meeting. You may send your concerns with the subject line "PUBLIC COMMENT" and the following information in the body of the email: your name, address, if you are a hired Consultant or Village Employee, and/or if you are engaged in lobbying activities and/or representing an organization.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. Minutes of the meeting will be taken and will be made available.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.northbayvillage-fl.gov.

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LOBBYING ACTIVITIES

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38- 17. ""Lobbyist"" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term ""lobbyist"" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex -parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)
Meeting ID: 891 2658 3746
Tuesday, February 17, 2026
6:00 PM

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board shall be barred from further appearance before the board by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

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1. Opening Items
A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Invocation

2. Order of Business

3. Presentations
A. Proclamations and Awards
B. Special Presentations to Commission

4. **Open Forum**

5. **Approval of Commission Minutes**

5.A. Approval of the Following Meeting Minutes - Alba L. Chang, Village Clerk

* **December 1, 2025 - Special Commission Meeting**
* **December 16, 2025 - Regular Commission Meeting**
* **January 20, 2026 - Regular Commission Meeting**
* **January 22, 2026 - Village Commission Workshop (Solid Waste Services)**

12.01.2025 Special Mtg. Draft.pdf
12.16.2025 Reg. Commission Mtg.Draft.pdf
01.20.2026 Reg Mtg. Draft .pdf
01.22.2026 Solid Waste Workshop - Draft.pdf

6. **Advisory Board Minutes/Written Reports.**

6.A. Sustainability & Resiliency Task Force - Chair Alisha Graham

7. **Village Commission's Report**

8. **Village Attorney's Report**

9. **Village Manager's Report**

For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: NBV Finance Department

9.A. Update on the Village's General Transportation Services

9.B. Community Engagement Report (January 2026)
Community Engagement Report Jan. 2026.pdf

9.C. Traffic Enforcement Report (January 2026)
Monthly Traffic Report (January 2026).pdf

9.D. Code Enforcement Report (January 2026)
January 2026 CM-Code Report.pdf
December 2025 CM-Code Report.pdf
November 2025 CM-Code Report.pdf

10. **Village Clerk's Report**

10.A. Village Clerk Report for January of 2026
PRR Log January 2026.pdf

11. **Consent Agenda**
A. Staff Items
B. Proclamation/Award/Village Key Requests

11.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AFFIRMING SUPPORT FOR THE PRESERVATION OF THE MIAMI-DADE URBAN DEVELOPMENT BOUNDARY ("UDB") AS IT CURRENTLY EXISTS TO PROTECT DOWNSTREAM WATER RESOURCES, INCLUDING THE BISCAYNE AQUIFER, REGIONAL GROUNDWATER SUPPLIES, AND CONNECTED COASTAL WATERS, AS WELL AS THE EVERGLADES, WETLANDS, AND AGRICULTURAL LANDS; URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO UPHOLD COUNTY MAYOR DANIELA LEVINE CAVA'S VETO OF THE PROPOSED DEVELOPMENT OUTSIDE THE UDB; URGING THE FLORIDA STATE LEGISLATURE TO OPPOSE ANY LEGISLATION THAT WOULD WEAKEN THE UDB IN THE MIAMI-DADE COUNTY CHARTER; ENCOURAGING ADVANCEMENT OF ATTAINABLE AND WORKFORCE HOUSING WITHIN THE UDB TO ADDRESS HOUSING AFFORDABILITY WITHOUT EXPANDING DEVELOPMENT INTO ENVIRONMENTALLY SENSITIVE LANDS; DESIGNATING THE PRESERVATION OF THE UDB AS A STATE LEGISLATIVE PRIORITY FOR NORTH BAY VILLAGE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. - SPONSORED BY MAYOR RACHEL STREITFELD

It is recommended that the Village Commission support the Preservation of the Miami-Dade Urban Development Boundary as it currently exists to protect downstream water resources.

Resolution Supporting UDB.DOCX

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING ENHANCED ENFORCEMENT OF FEDERAL SANCTIONS RELATED TO CUBA; SUPPORTING STATE LEGISLATION REQUIRING PROOF OF AUTHORIZATION FROM THE OFFICE OF FOREIGN ASSETS CONTROL FOR BUSINESSES SUBJECT TO FEDERAL SANCTIONS PROGRAMS; SUPPORTING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE MIAMI-DADE COUNTY TAX COLLECTOR'S EFFORTS TO ADDRESS BUSINESSES ENGAGING IN UNLAWFUL COMMERCE WITH CUBA; SUPPORTING STATE EFFORTS IN SENATE BILL 1176 AND HOUSE BILL 1397; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. - SPONSORED BY COMMISSIONER RICHARD CHERVONY

It is recommended that the Village Commission support the proposed Resolution as it relates to businesses engaging in unlawful commerce with Cuba.

Resolution Unauthorized Business With Cuba.DOCX

11.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH ARTS FOR LEARNING/MIAMI, INC. FOR SPRING AND SUMMER PROGRAMMING FOR VISUAL ARTS, MUSIC, DANCE, AND THEATRE IN AN AMOUNT NOT TO EXCEED $10,060.00; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to enter into a Professional Service Agreement with Arts 4 Learning for the Spring & Summer Arts Program to serve Village Residents.

Resolution PSA - Arts for Learning.DOCX
Exhibit A-PSA - Arts for Learning.DOCX
Proposal Art 4 Learning .pdf

11.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF MICROSOFT OFFICE 365 GCC LICENSES AND MICROSOFT 365 COPILOT GCC LICENSES FROM SHI INTERNATIONAL CORP. IN AN AMOUNT NOT TO EXCEED $90,945.00 FOR THREE YEARS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve the proposed Resolution and authorize the Village to proceed with the purchase of the Microsoft Office Licenses.

Resolution Approving Microsoft Licenses.DOCX
Exhibit A-SHI Quote -BudgetaryNetNewEA-May start.pdf
SHI Contract 121923- Sourceswell.pdf
Software Value Added Reseller SHI Florida.pdf
SHI Transfer Request Forms_Redacted.pdf
Modern-Work-Plan-Comparison-GCC-High.pdf

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF BALLISTIC SHIELDS AND RELATED EQUIPMENT FROM TACTICAL EDGE CONSULTING, LLC IN AN AMOUNT NOT TO EXCEED $27,050.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the purchase of ballistic shields for the Police Department from Tactical Edge Consulting, LLC, in the amount of $27,050.00.

Resolution Approving Ballistic Shield Purchase (Sole Source).DOCX
Tactical Edge Proposal 2025-94 -PD.pdf
Sole Source Letter.pdf

11.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PACKETALK LLC FOR THE PURCHASE OF AUTOMATED LICENSE PLATE READER SYSTEM IN AN AMOUNT NOT TO EXCEED $142,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the purchase of the Automated License Plate Reader System from Packetalk in the amount of $142,000.

Resolution -ALPR Purchase (Waiving Bidding).DOCX
Exhibit A-Packetalk Proposal.pdf
Packetalk Sole Source Letter 2.9.26.docx

11.G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE OF A SPECIALTY POLICE PATROL VEHICLE FROM ARS POWER SPORTS AND RELATED EMERGENCY EQUIPMENT FROM DANA SAFETY SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED $46,113.60; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (DEPUTY CHIEF OF POLICE SAMUEL BEJAR)

It is recommended that the Village Commission authorize the purchase of a Specialty Police Patrol vehicle from ARS Power Sports and related emergency equipment from Dana Safety Supply, Inc. in the amount of $46,113.60

Resolution Approving Police Vehicle Purchase.DOCX
Exhibit A - Polaris Proposal.pdf
Exhibit B - Dana Safety Supply- Upfitting - POLARIS.pdf
Bid Award Report Vendor List.pdf

11.H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A RENEWAL AGREEMENT WITH CLEARVIEW AI, INC. FOR CLEARVIEW ARTIFICIAL INTELLIGENCE (AI) TOOL FOR USE BY THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $21,039; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve a renewal Agreement with Clearview AI in the amount not to exceed $21,039 for use by the Police Department.

Resolution Ratifying Clearview AI Contract.DOCX
Proposal PDept-.pdf

11.I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING RESOLUTION NUMBER 2023-045, AND APPROVING ADDITIONAL SERVICES REQUEST NUMBERS AS7, AS8, AS12, AS13, AND AS17 WITH WANNEMACHER JENSEN ARCHITECTS, INC. RELATING TO ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN A TOTAL AMOUNT OF $363,027.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve additional services request numbers AS7, AS8, AS12, AS13, and AS17 with Wannemacher Jensen Architects, Inc., relating to architectural and engineering design services for the Village Hall Public Safety Complex Project in a total amount of $363,027.00.

Resolution - Village Hall Architect Additional Services.DOCX
Exhibit A-AS7.pdf
Exhibit B-AS8.pdf
Exhibit C-AS12.pdf
Exhibit D-AS13.pdf
Exhibit E-AS17.pdf
WJ_Exhibit_B_Architect_Proposal.pdf
Resolution No. 2023-045 WJArchitects.pdf
Resolution No. 2025-044 - WJArchitects.pdf
Resolution No. 2025-067 - WJ Architects.pdf
Proposals Summary.pdf

11.J. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY UTILITY SYSTEM REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $38,500.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission ratify the emergency utility repairs expenditures performed by Jormak Equipment and Consulting Inc. in the amount of $38,500.00.

Resolution Jormak Emergency Reparis - Seawall.DOCX
Exhibit A-Invoice for Outfall Relocation.pdf

11.K. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY UTILITY SYSTEM REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $33,300.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission ratify the emergency utility repairs

expenditures performed by Jormak Equipment and Consulting Inc. in the amount of $33,300.00.

Resolution Jormak Emergency Repairs at TIES.DOCX
Exhibit A-JORMAK -Sewer Lateral on TIES .pdf

11.L. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. EXP2601 TO EXP, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE KENNEDY CAUSEWAY COMPLETE STREETS SHORT TERM IMPROVEMENTS (BUS SHELTERS) PROJECT IN AN AMOUNT NOT TO EXCEED $88,295.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (CIP DIRECTOR ROGER HOGG)

It is recommended that the Village Commission authorize a work order with EXP, Inc. to undertake Construction Engineering and Inspections (CEI) services for the Kennedy Causeway Complete Streets Short-Term Improvement Project (Bus Shelters).

Resolution - WO for CEI for Complete Streets - EXP.DOCX
Exhibit A-WO EXP2601 - Causeway Bus Shelters CEI.pdf
CEI Fee Sheet Complete Streets.pdf

11.M. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE GRANT OF A PERMANENT NON-EXCLUSIVE 5-FOOT EASEMENT TO THE FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRIC UTILITY FACILITIES AT THE NEW VILLAGE COMMUNITY CENTER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to execute an easement for the construction, operation, and maintenance of overhead and underground electric utility facilities for the new Village Community Center.

Resolution Granting Easement to FPL for Community Center.DOCX
Exhibit A-FPL Easement-Community Center.DOCX
Exhibit A to Easement- Easement Area.pdf

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine

witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion and Direction on the Village's Solid Waste Services
- Sanitation Accounts For Multifamily & Commercial.pdf
- Sanitation Feasibility Analysis.pdf
- Village Current billing.pdf
- Billing Breakdown Based on CG Contract.pdf

14.B. Discussion and Direction on the Community Center Groundbreaking Proposal and Committee
- NBV Community Center Grand Opening Proposal.pdf
- Cover Letter of Applicants CCGOC.pdf

14.C. Discussion on the Community Contribution Fee Structure - Sponsored by Mayor Rachel Streitfeld
- Community Benefit Presentation.pdf
- MEAI Report CCF 10.2025.pdf

14.D. Discussion and Direction Regarding a Proposal with PADL, LLC for the Village Paddleboarding Community Program - Sponsored by Commissioner Doris Acosta
- PADL, LLC Proposal.pdf

14.E. Discussion on the Village's Construction Fence Materials/ Design - Sponsored by Commissioner Doris Acosta

14.F. Discussion and Update on the Island Walk - Sponsored by Commissioner Andy Daro

14.G. Discussion and Update on Harbor Island Sidewalk Project - Sponsored by Andy Daro

14.H. Discussion and Update on the Expected Timeline for the Closure of the Sakura Lot Parking Area - Sponsored by Andy Daro

14.I. Discussion Regarding Proposed House Bill 313 Relating to the Construction of Accessory Dwelling Units in any Area for Single-Family Residential Use - Sponsored by Commissioner Richard Chervony
HB 313.pdf

14.J. Discussion on Engaging the City of Miami Beach to Continue Intercity Collaboration on Recreational Programming - Sponsored by Vice Mayor Goran Cuk

14.K. Consideration of Appointment to the Financial Advisory Board - Village Clerk, Alba L. Chang
FAB Applicants.pdf

14.L. Consideration of deed restrictions on 1601 N Treasure Drive, 1657 N Treasure Drive, and 7560 West Treasure Drive
Special Warranty Deed-Sunbeam Deed to NBV 1601 and 1657.DOCX

15. Adjournment

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ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the Following Meeting Minutes - Alba L. Chang, Village Clerk

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RECOMMENDATION

* **December 1, 2025 - Special Commission Meeting**
* **December 16, 2025 - Regular Commission Meeting**
* **January 20, 2026 - Regular Commission Meeting**
* **January 22, 2026 - Village Commission Workshop (Solid Waste Services)**

BACKGROUND AND ANALYSIS

The Village Commission held meetings, and Minutes are being provided for the Commission's consideration and approval for the following :

* December 1, 2025 - Special Commission Meeting
* December 16, 2025 - Regular Commission Meeting
* January 20, 2026 - Regular Commission Meeting
* January 22, 2026 - Village Commission Workshop (Solid Waste Services)

It is recommended that the Village Commission approve the meeting minutes, as presented.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

12.01.2025 Special Mtg. Draft.pdf
12.16.2025 Reg. Commission Mtg.Draft.pdf
01.20.2026 Reg Mtg. Draft .pdf
01.22.2026 Solid Waste Workshop - Draft.pdf

NORTH BAY VILLAGE
SPECIAL VILLAGE COMMISSION MEETING MINUTES
DECEMBER 1, 2025, | 4:00 P.M.
1666 KENNEDY CAUSEWAY, SUITE 101,
NORTH BAY VILLAGE, FL. 33141
ZOOM MEETING ID:

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1. Opening Items

A. Call to Order:

Mayor Streitfeld called the meeting to order at 4:01 p.m.

B. Roll Call: Present were the following individuals:

- Mayor Rachel Streitfeld
- Vice Mayor Goran Cuk
- Commissioner Doris Acosta joined via Zoom
- Commissioner Richard Chervony
- Commissioner Andrew Rotondaro

C. Pledge of Allegiance

The Pledge of Allegiance was recited.

2. Discussion/Action Items

2.A. Discussion and Direction on the Village's Agreements with Project Football LLC Relating to the Community Center at Galleon Street and the TIES Fields

Haydee Sera, Village Attorney, introduced the agenda item regarding the Village's agreements related to the Community Center on Galleon Street. She presented the Village Commission with the approved site plan for the ground floor, which included an assembly area, now operating as a café, as well as office space, a service room, and parks and recreation areas.

Gustavo of MG Developer Group clarified that the concession office was originally a vacant office space. The only modification made was the installation of a grease trap, which has been approved by DERM. In order to establish the concession, a storage area was also added.

Mayor Streitfeld, would you please consider removing the partition doors at the entrance lobby on Galleon Street?

DRAFT

Village Attorney Chad Friedman stated that the Village Commission can revisit and approve a building plan that better suits the Village's needs.

At this time Commissioner Acosta joined the meeting in person at Village Hall.

Village Attorney Sera stated that following the conclusion of this meeting, an amendment to the final building plan for all Development Agreements would be brought back for Commission consideration.

Commissioner Chervony expressed concern about adopting a design that could become obsolete within five years.

Village Attorney Sera clarified that during the July meeting, the Commission did not designate a concession area, vendor, or operator, and that these items are not included in the current agreement.

Mayor Streitfeld asked whether the Village Commission prefers to conduct a competitive process for the concession area or have PFL manage that process.

Attorney Fabian Pal explained that AFA has been approached by multiple vendors who have expressed interest in the concession area.

Commissioner Acosta noted that this could present an opportunity for existing local businesses, such as CAO or Pizza Delight, to expand by establishing extensions of their current operations.

Village Attorney Friedman stated that operation of the concession would be at the Village's discretion. Ms. Sera added that the Village may either manage the concession directly or work with PFL to select a vendor.

Attorney Fabian Pal also noted that maintaining the break-even point is becoming increasingly challenging and that introducing a concession could help generate additional revenue.

Mr. Friedman further indicated that an updated plan could be developed to designate the concession area while allowing the Village to retain control over its operation.

Village Manager Rollason asked whether the Commission wished to remove the storage area.

Commissioner Daro expressed a preference for having PFL select the concession vendor, subject to Village approval, with revenue sharing between the parties.

Architect Gustavo stated that the goal is to complete the building build-out prior to next year's World Cup. He requested that the Commission allow construction to move forward, noting that the café area could be addressed at a later stage once the structure is completed.

DRAFT

Attorney Fabian Pal stated that PFL can return to the Commission with a proposed vendor for approval. He also noted that the team can provide a rendering to offer a visual representation of the building's layout and circulation.

Commissioner Acosta emphasized the importance of considering local businesses during the vendor selection process.

Village Attorney Sera clarified that there was Commission consensus for PFL to manage the concession license, and that the agreement and related revenue terms would be presented for approval at a future meeting.

Mayor Streitfeld expressed opposition to PFL operating the concession license.

Mr. Friedman confirmed that a building rendering will be provided.

Village Attorney Sera further clarified that there are currently no plans for a restaurant on the third-floor rooftop. She asked whether there is interest in establishing a rooftop concession area. Considerations include maintenance requirements, construction timing, and whether a rooftop concession is desired.

Architect Gustavo noted that incorporating a rooftop garden would pose significant maintenance challenges. As an alternative, he suggested the use of artificial turf and faux plants, with the option of incorporating a limited number of natural plants maintained through manual irrigation.

Commissioner Acosta suggested that Jamaican peanut grass could be a lower-maintenance option. Vice Mayor Cuk inquired about the cost of landscaping maintenance.

Commissioner Acosta requested an updated landscaping plan, including a list of the plants.

Mayor Streitfeld asked for a more consistent plan that aligns with what was originally approved.

Village Manager Rollason noted that the renderings will also include lighting.

Attorney Fabian Pal stated that the goal is to complete the building by June, with the rooftop area finished by the end of June.

Commissioner Chervony asked whether the second and third floors would be completed by June. Attorney Fabian Pal confirmed that they would be, with only the rooftop extending into late June.

Mayor Streitfeld emphasized that no additional work may proceed without the proper permits. Attorney Pal added that completion of the field will require an additional two months. Village Attorney Sera clarified that the building has a 36-month completion timeline from the date of approval, allowing completion through May 2027.

DRAFT

Second Floor Concept
The originally approved plans designated the second floor as a multi-use space. The current plans, however, include a conference room, storage, and office space. Deputy Village Manager / Human Resources Jenice Rosado noted that Department of Children and Families (DCF) requirements must be met if YMCA activities are to occur on the second floor.

Mr. Friedman referenced earlier discussions regarding the potential allocation of office space for the AFA Team on the second floor, as well as a proposal to lease space. The PFL team has also expressed interest in office space within the building. Fabian explained that prior conversations with the former Village Manager and Mayor included a request for approximately 800 square feet of office space for AFA.

Mayor Streitfeld opposed granting office space to AFA.

Commissioner Daro stated that the Village has partnered with the organization on this project, while Commissioner Chervony suggested that any office space should be smaller.

Village Attorney Friedman explained that any lease would be on an annual basis unless a referendum were required. He also noted that leasing office space would raise tax-related issues that would need to be addressed in future agreements, as the current agreement does not contemplate leasing.

Attorney Pal stated that due to DCF requirements, office space on the second floor is not feasible. The remaining option would be to locate office space on the third floor, at PFL's expense.

Vice Mayor Cuk suggested that PFL should bear the cost of the third-floor build-out.

There was consensus that the entire second floor should be designated for Village use as a Community Center, and that a shower facility should be added to meet DCF requirements

Third Floor (4,842 sq. ft.)
Mayor Streitfeld recalled that the build-out of the third floor has always been contemplated as part of a long-term plan.

Architect Gustavo questioned the intended use of the third floor, noting that the live and dead load limitations must align with the proposed use.

Village Attorney Friedman

requested confirmation from a structural engineer regarding the maximum allowable load capacity for the third floor.

Vice Mayor Cuk suggested that PFL build out and fund both the second and third floors at its own expense.

DRAFT

There was Commission consensus on the following:

- The Village will cover the costs associated with DCF requirements.
- The second floor will be redesigned to include a shower.
- The open floor plan will remain as originally approved.

Village Manager Rollason asked whether the Commission is open to including office space.

There was consensus to negotiate for an office. Commissioner Chervony requested that any office space not exceed 700 square feet, contingent upon PFL covering the cost of

ACTION: Commissioner Acosta made a motion to:

1. Authorize Village Manager Rollason to negotiate office space of no more than 600 square feet.
2. Require PFL to cover the cost of the third-floor build-out.
3. Include a shower in the second-floor design plans.

Commissioner Chervony seconded the motion.

Upon roll call vote, motion passed 4-1, with Commissioner Acosta, Commissioner Chervony, Commissioner Rotondaro, Vice Mayor Cuk voting for. Mayor Streitfeld voted against.

Village Attorney Sera stated that she circulated a letter to PFL regarding the selected contract Guaranteed Maximum Price (GMP) and the requirement to issue a bond. Village Attorney Friedman noted that the bond amount must be increased to reflect the full cost of construction, and that the Village can analyze construction costs already incurred. He also mentioned that the School Board is seeking a construction bond as well.

Attorney Fabian Pal stated that the outstanding funds have already been incurred.

Commissioner Acosta asked why the TIES basketball courts had been closed. Architect Gustavo explained that drainage work was being performed and that all closures were coordinated with the Miami-Dade County School Board.

Commissioner Acosta requested improved communication among the School Board, the contractor, and the Village, emphasizing the need for clear communication with residents regarding road and court closures. Gustavo stated that a fence will be installed around the closed area prior to the holiday.

There being no further business to discuss, the meeting adjourned at 6:45 p.m.

Accepted on this 17th day of February 2026.

DRAFT

Rachel Streitfeld, Mayor

ATTEST

Alba L. Chang, CMC
Village Clerk

DRAFT

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
DECEMBER 16, 2025 | 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
(IN-PERSON AND VIRTUAL VIA ZOOM. SEE BELOW FOR DETAILS)
MEETING ID: 891 2658 3746

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1. Opening Items

A. Call to Order

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

B. Roll Call: Present were the following individuals:

- Mayor Rachel Streitfeld
- Vice Mayor Goran Cuk
- Commissioner Doris Acosta joined via Zoom
- Commissioner Richard Chervony
- Commissioner Andrew Rotondaro

C. Pledge of Allegiance

The Pledge of Allegiance was recited.

2. Order of Business

Mayor Streitfeld pulled the following agenda consent agenda items for discussion. Item #11E, 11H and #11J.

Village Manager Frank Rollason deferred Item #11D to the January Regular Commission Meeting.

ACTION: Commissioner Chervony made a motion to approve the order of business. Vice Mayor Cuk seconded the motion, and it passed by unanimous voice vote.

Commissioner Chervony has requested that a discussion on Proclamations in General be included in the agenda for the February Regular Commission Meeting

3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

~~**3.A Presentation of a Proclamation to the Miccosukee Tribe of Indians of Florida**~~

4. Open Forum - None

5. Approval of Commission Minutes

5.A Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang

*** September 16, 2025 - Regular Commission Meeting**

*** November 13, 2025 - Stormwater Workshop**

ACTION: Commissioner Chervony made a motion to approve the meeting minutes. Vice Mayor Cuk seconded the motion.

Upon roll call, the motion passed 5-0, with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, Commissioner Daro and Mayor Streitfeld voting for.

6. Advisory Board Minutes/Written Reports - None

7. Village Commission's Report

DRAFT

Commissioner Acosta

- Extended warm holiday wishes to all residents.
- Expressed gratitude to the Miami Shores neighbors for their collaboration in the Holiday Boat Parade.
- Reminded the community that she will be available this Wednesday from 1:00 to 3:00 PM.

Commissioner Daro, and Cuk waive their report

Commissioner Chervony:

- Proposed a roundtable discussion inclusive of all beliefs to explore solutions.
- Provided a recap of meetings and events from the past month.
- Participated in the Anti-Semitism Conference held in New Orleans.
- Expressed appreciation to the Administration for organizing outstanding holiday events for the Village.
- Extended warm holiday wishes to everyone.
- Reminded the community about the upcoming Breakfast with Santa.

Mayor Streitfeld:

- Had the privilege of participating as a panelist at the Miami-Dade County League of Cities.
- Traveled to the Florida Capitol in Tallahassee to advocate on behalf of the Village.
- Mayor Streitfeld requested that staff research how Homestead properties may be affected by the County's proposed changes to property taxes

8. Village Attorney's Report

- 1353 Lease Litigation was concluded, and the case has been dismissed.
- Appeal for Dr. Javits is still awaiting the 3rd District Court of Appeals.

9. Village Manager's Report

Village Manager Frank Rollason provided his monthly report.

- The Village has finalized the acquisition of property for Public Works

For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: NBV Finance Department

9.A Report on the Solid Waste Services

Public Work Director Steven Buckland provided a brief overview of the topics to be addressed during the upcoming Solid Waste workshop, including:

• Comparison of costs for in-house services versus privatization
• Quotes for bulk pickup
• Projected costs over the next five years
• Expenses related to equipment and maintenance

9.B Report on AFA Grand Opening Expenses
9.C Communications & Special Events Report (November 2025)
9.D Code Enforcement Report (November 2025)
9.E Traffic Enforcement Report (November 2025)

10. Village Clerk's Report

10.A Village Clerk Report for November of 2025

11. Consent Agenda
A. Staff Items
B. Proclamation/Award/Village Key Requests

11.A A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

11.B A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

11.C A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALVIN, GIORDANO, & ASSOCIATES, INC. FOR GENERAL PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND

DRAFT

PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

11.F A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE VILLAGE, GRANVITA REALTY GROUP, AND SKYPORTS, INC. RELATING TO VERTIPORTS AND URBAN AIR MOBILITY (UAM); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY COMMISSIONER RICHARD CHERVONY

11.G A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE GRANT OF A PERMANENT NON-EXCLUSIVE 5-FOOT EASEMENT TO THE FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRIC UTILITY FACILITIES AT THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT SITE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.- VILLAGE MANAGER, FRANK ROLLASON

11.I A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2025-007 TO ARANGO BILLBOARD AND CONSTRUCTION CO., LLC FOR THE VILLAGE'S KENNEDY CAUSEWAY COMPLETE STREETS SHORT TERM IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $562,262.09; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

ACTION: Commissioner Chervony made a motion to approve the consent agenda. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5/0, with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, Commissioner Daro and Mayor Streitfeld voting for.

The following items were pulled from the consent agenda for discussion.

11.E A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. 2026-001 FOR THE PURCHASE AND SALE OF TRANSFERABLE DENSITY RIGHTS (TDRS); AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

At this time Commissioner Rotondaro recused himself for this agenda item, as he assisted the applicant/bidder with the property purchase

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Village Attorney Haydee Sera introduced the proposed resolution and clarified that the current bidder holds a contract to purchase property at 7915 East Drive. If awarded, the TDRs would be transferred to the property owners

Mayor Streitfeld clarified that the request is to purchase 16 TDRs from the Village.

ACTION: Commissioner Chervony made a motion to authorize the sale of TDR's.
Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 3/1, with Commissioner Chervony, Vice Mayor Cuk, and Mayor Streitfeld voting for. Commissioner Acosta voted against.

Commissioner Daro abstained from the vote.

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11.H A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROPOSAL FROM DOCK & MARINE CONSTRUCTION CORP FOR IMPROVEMENTS TO THE VOGEL PARK MARINE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $69,648.00 AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED $85,000 FOR ADDITIONAL IMPROVEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. VILLAGE MANAGER, FRANK ROLLASON

Mayor Streitfeld introduced the proposed Resolution on the Vogel Park Marine Facility Project.

Mayor Streitfeld expressed support for moving forward with the project and proposed splitting the proposed expenditures. She recommended approving the first portion of the resolution, which authorized payment of $69,648 to Dock & Marine Construction Corporation, while removing all references to the additional $85,000 allocation. She requested that the second portion, authorizing the Village Manager to negotiate and execute a construction contract for up to $85,000 in additional improvements, be brought back for further review and vetting.

ACTION: Mayor Streitfeld made motion to approve a proposal in the amount of $69,648 to Dock & Marine Construction Corporation only. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 5/0, with Mayor Streitfeld, Commissioner Acosta, Commissioner Chervony, Commissioner Daro and Vice Mayor Cuk voting for.

11.J A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY NORTH BAY VILLAGE TO MODIFY THE SITE PLAN FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX AT 1335 79TH STREET CAUSEWAY, TO PROVIDE FOR A 6-STORY (82-FT. 8 IN. TALL) GOVERNMENT FACILITY; PROVIDING FOR FINDINGS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

DRAFT

Village Manager Rollason provided an update on the modified site plan for Village Hall and outlined next steps. Several months ago, the Village Commission authorized budgeting, planning, and designing an additional sixth floor to accommodate growth in the Police Department and Public Services. The revised site plan reflects this modification. The Village Manager noted that the project was currently in the bid process, with groundbreaking anticipated for late June or early July. Required documentation is being prepared for submission to the County to secure the first tranche of funding, totaling $2 million, at the time of groundbreaking.

ACTION: Commissioner Chervony made a motion to approve the proposed Resolution. Vice Mayor Cuk seconded the motion.

Upon Roll call vote, the motion passed 5/0, with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, Commissioner Daro and Mayor Streitfeld voting for.

~~11.D A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH IPADDLEMIAMI LLC FOR THE NBV SUP CLUB PROGRAM AT PELICAN HARBOR IN AN AMOUNT NOT TO EXCEED $11,100; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY COMMISSIONER DORIS ACOSTA~~

Item #11D was removed from consent agenda and deferred to the January Commission Meeting.

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

12.A **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," SECTION 8.12, "BONUS HEIGHT," AND CHAPTER 15, "FORM BASED CODE," SECTIONS 15.7.B "SUMMARY TABLE AND ILLUSTRATIONS – T6-24 AND T6-24MU (MUNICIPAL USE)" AND 15.7.C "SUMMARY TABLE AND ILLUSTRATIONS – T6-30" TO PROVIDE FOR HEIGHT BONUSES IN T6-24, T6-24MU, AND T6-30 TRANSECT ZONES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY COMMISSIONER RICHARD CHERVONY**

Mayor Streitfeld read the Ordinance title into the record.

DRAFT

Village Attorney Tony Recio summarized that the Commission discussed the proposed ordinance outlined in Exhibit A, which provides a height bonus of up to 30 feet (or three stories) for T6 properties located north or south of the causeway. To qualify for this bonus, a fee of $100,000 per vertical linear foot would apply in lieu of the standard community contribution fee, and payment would be due within 60 days of site plan approval.

The Planning and Zoning Board previously reviewed the proposal and expressed concerns regarding the proposed community contribution fee / formula as presented by the Miami Economic research for all the Village Fees. The ordinance, as written, exempts this height bonus from the standard community contribution fee structure.

Mayor Streitfeld requested a separate item be added to the January meeting to further discuss the proposed formula for community contributions.

ACTION: Commissioner Chervony made a motion to approve the proposed ordinance on first reading. Commissioner Rotondaro seconded the motion.

Upon roll call vote, the motion passed 5/0, with Commissioner Chervony, Commissioner Rotondaro, Commissioner Acosta, Vice Mayor Cuk, and Mayor Streitfeld voting for.

12.B AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 31 OF THE VILLAGE CODE OF ORDINANCES TO ESTABLISH VARIOUS VILLAGE DEPARTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Mayor Streitfeld read the Ordinance title into the record.

ACTION: Commissioner Acosta made a motion to approve the proposed ordinance on first reading. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5/0, with Commissioner Acosta, Vice Mayor Cuk, Commissioner Chervony, Commissioner Daro and Mayor Streitfeld voting for.

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

DRAFT

13.A AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 "SPECIFIC TO TRANSECT ZONES – KENNEDY BOULEVARD DISTRICT (KBD)" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE TO PROVIDE FOR EXTENSIONS OF APPROVALS OF TEMPORARY STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Mayor Streitfeld read the Ordinance title into the record.

ACTION: Chervony made a motion to approve the proposed ordinance on second reading presented. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5/0, with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, Commissioner Rotondaro and Mayor Streitfeld voting for.

13.B AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE BY CREATING A NEW DIVISION 4, "REASONABLE ACCOMMODATION PROCEDURES" AND A NEW SECTION 4.25, TO ESTABLISH PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE ATTORNEY HAYDEE SERA

Mayor Streitfeld read the Ordinance title into the record.

Village Attorney Recio provided a report on the Planning & Zoning Board recommendations on the proposed amendments.

The Planning and Zoning Board expressed concerns and recommended evaluating, to the extent legally permissible, additional criteria for Certified Recovery Residences.

Their suggestions included:
- Establishing minimum spacing requirements to prevent over-concentration
- Favoring locations in non-residential areas over single-family or multi-family zones
- Considering application fees and occupancy limits to address administrative burdens

The Board's feedback will be reviewed between this and the next reading, with potential amendments brought forward via a separate ordinance.

ACTION: Commissioner Chervony made a motion to approve the proposed ordinance on second reading as presented and for the Legal Team to research possible future amendments. Commissioner Rotondaro seconded the motion.

DRAFT

Upon roll call, the motion passed 5/0, with Commissioner Chervony, Commissioner Rotondaro, Commissioner Acosta, Vice Mayor Cuk, and Mayor Streitfeld voting for.

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.A Discussion and Direction on Issuing a Notice to Condominiums to Open their Island Walks - Sponsored by Commissioner Andy Daro

Commissioner Daro introduced the proposed discussion. He would like for the or the Village to send a notification to properties that are not in compliance to provide them with a 60-day period to cure.

There was an overall discussion on the Island Walk project and whether to actively pursue its enforcement or wait for future developments to implement it.

There was consensus that the initial step will be drafting and sending letters to condominium associations that are not in compliance with their approved site plans, requesting corrective action within 60 days.

There was a brief discussion addressing residents' concerns regarding cleanliness and safety, suggesting enforcement measures and possible ordinances to clarify responsibilities

Commissioner Acosta asked for staff to offer solutions on the cleanliness on the Island Walk. Village Attorney Sera, in the past there were concerns with safety, litter, lighting. The owners were receptive on opening the island walk. The friendly communication have occurred in the past.

ACTION: Commissioner Daro made a motion for the Village Attorney to draft a letter to properties to open the Island Walk and cure within 60 days. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 4/1, with Commissioner Rotondaro, Vice Mayor Cuk, Commissioner Chervony, and Mayor Streitfeld voting for. Commissioner Acosta voted against.

14.B Discussion on Keeping the Village Design Lights On Year-Round - Sponsored by Commissioner Doris Acosta

Commissioner Acosta introduced a discussion on keeping the Causeway design lights illuminated year-round, noting that other surrounding communities already do so and that it would create a more residential feel.

Event Coordinator, Lili Torres reported that the estimated maintenance cost for 45 trees is $3,500 per month, totaling approximately $37,000 annually, and that switching the type of lighting would cost $900 per tree.

DRAFT

Mayor Streitfeld expressed that the Village cannot afford this expense at this time.

There was no consensus from the Village Commission to add this project to the budget at this time.

15. Adjournment

There being no further business to discuss meeting was adjourned at 7:29 p.m.

_____
Rachel Streitfeld, Mayor

Respectfully Submitted

_____
Alba L. Chang
Village Clerk

DRAFT

REGULAR VILLAGE COMMISSION MEETING MINUTES
JANUARY 20, 2026 | 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 891 2658 3746

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1. Opening Items

A. Call to Order

Mayor Streitfeld called the meeting to order at 6:05 PM

B. Roll Call

Present was the following:
Mayor Rachel Streitfeld
Vice Mayor Goran Cuk
Commissioner Doris Acosta
Commissioner Richard Chervony
Commissioner Andrew Rotondaro

C. Pledge of Allegiance

The Pledge of Allegiance was recited.

D. Invocation

2. Order of Business

Mayor Streitfeld pulled the agenda items #11B, 11E, and #11H from the consent agenda for discussion.

Item # 11G was deferred to the February Meeting.

ACTION: Commissioner Chervony made a motion to approve the order of business. Vice Mayor Cuk seconded the motion, and it passed by unanimous voice vote.

3. Presentations

A. Proclamations and Awards
B. Special Presentations to Commission

3.A Presentation of a Proclamation to the Miccosukee Tribe of Indians of Florida

Commissioner Acosta and Optimist Club President Eddie Lim presented Secretary Osceola a Proclamation to the Miccosukee Tribe of Indians of Florida.

3.B Presentation of a Proclamation Recognizing International Holocaust Remembrance Day

Commissioner Chervony and Mayor Streitfeld recognized and presented a proclamation to Rabbi Dalphin on International Holocaust Remembrance Day.

4. Open Forum – None

5. Approval of Commission Minutes

5.A Approval of the Following Meeting Minutes - Village Clerk, Alba L. Chang
*** October 21, 2025 - Regular Commission Meeting**
*** November 18, 2025 - Regular Commission Meeting**

ACTION: Commissioner Chervony made a motion to approve the meeting minutes with a correction to the October 21, 2025, meeting minutes. Item 14A vote taken needs to be revised. Commissioner Cuk seconded the motion.

Upon roll call vote, the motion passed 5-0, with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, Commissioner Daro, and Mayor Streitfeld voting for.

6. Advisory Board Minutes/Written Reports - None

7. Village Commission's Report

Commissioner Acosta
- Hosted an Agenda Review Meeting with Administrative Staff on January 16.
- Announced the upcoming start of Soccer Program activities.
- Reminded residents of the vacant Financial Advisory Board seat and encouraged community members to apply.

Commissioner Chervony
- Congratulated Lili on the excellent setup of the Winter Wonderland event.
- Noted that funds received for TDRs need to be reallocated to the appropriate funds.

Vice Mayor Cuk
- Thanked staff for their efforts in the successful setting up of the Event.

Mayor Streitfeld
- Gave a shoutout to the University of Miami Hurricanes.

DRAFT

- Reminded residents of the upcoming Solid Waste Workshop on Thursday, January 22, 2026.
- Working to incorporate green infrastructure into the Village through policy initiatives and ULDC Code amendments.
- Announced that the 2026 Legislative Session is open and encouraged the Commission to take initiative by traveling to Tallahassee to advocate for Village projects.
- Requested an update on the expansion of the Trolley service. Village Manager Rollason advised that the Village is awaiting reengagement from Miami Beach and expects to present options, along with a formal presentation, at the February meeting.

8. Village Attorney's Report - None

9. Village Manager's Report

For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: NBV Finance Department

9.A Finance Report - First Quarterly Report for FY 2026
9.B Communications & Special Events Report (December 2025)
9.C Code Enforcement Report (December 2025)
9.D Traffic Enforcement Report (December 2025)

Village Manager Rollason provided a first-quarter overview of revenues and expenditures for Fiscal Year 2026.

10. Village Clerk's Report

10.A Village Clerk Report for December of 2025

Village Clerk Chang announced the resignation of Ms. Sandra Siefken from the Financial Advisory Board. Following multiple communications advertising the vacancy, one application was received. Guidance was requested from the Commission on whether to move forward with an appointment or continue recruitment efforts.

The Commission reached a consensus to continue advertising the vacancy and revisit the matter at the February Regular Commission Meeting.

11. Consent Agenda

A. Staff Items
B. Proclamation/Award/Village Key Requests

11.A A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH STADIO LLC FOR THE RENTAL OF SOCCER FACILITIES FOR THE VILLAGE'S SOCCER PROGRAM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

DRAFT

11.C A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF SIMUNITION TRAINING EQUIPMENT FROM LOU'S POLICE DISTRIBUTORS, INC. IN THE AMOUNT OF $7,595.76 AND DANA SAFETY SUPPLY, INC. IN THE AMOUNT OF $11,469.80, FOR A TOTAL AMOUNT NOT TO EXCEED $19,510.56; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.D A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. CMA2502 TO CHEN MOORE & ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE NORTH BAY ISLAND (NBI) PHASE 1 STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $325,959.82; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON (CIP MANAGER ROGER HOGG)

11.F A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. 10 TO THE ARDURRA GROUP, INC. FOR MIAMI-DADE COUNTY REGULATORY AND ECONOMIC RESOURCES—DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (RER-DERM) FOR REGULATORY SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED $21,260.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORKS DIRECTOR STEVEN BUCKLAND)

ACTION: Commissioner Chervony made a motion to approve the consent agenda (Items 11A, 11C, 11D, and 11F). Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5-0, with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, Commissioner Daro and Mayor Streitfeld voting for.

Item 11G was deferred to the February Commission Meeting.

~~**11.G A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY UTILITY SYSTEM REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $71,800.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**~~

At this time, Item 14A was taken out of order.

DRAFT

14.A Discussion and Direction on the Village's Agreements with Project Football LLC Relating to the Community Center at Galleon Street and the Treasure Island Elementary School (TIES) Fields

Village Manager Frank Rollason provided an overview of the proposed changes to the site plan, café, and second-floor build-out.

Mayor Streitfeld requested the motion from the December 1, 2025 meeting.

Commissioner Chervony read the motion taken during the December 1, 2025 Special Meeting as follows:

December 1, 2025
Special Commission Meeting
" ACTION: Commissioner Acosta made a motion to:
1. Authorize Village Manager Rollason to negotiate office space of no more than 600 square feet.
2. Require PFL to cover the cost of the third-floor build-out.
3. Include a shower in the second-floor design plans.

Commissioner Chervony seconded the motion.
Upon roll call vote, motion passed 4-1, with Commissioner Acosta, Commissioner Chervony, Commissioner Rotondaro, and Vice Mayor Cuk voting for. Mayor Streitfeld voted against. "

DRAFT

At this time PFL presented a video of what is to come to North Bay Village.

Commissioner Chervony stated that he could agree to the signed project agreements. There is no new contracts. Have reviewed all four existing executed agreements. He explained that the original plans called for a three-story building with a café; however, the plans were significantly reduced, resulting in a loss of approximately 2,000–3,000 square feet. After demolition of the building began, the third floor was redesigned at a cost exceeding $2 million. He further noted that remediation and soil removal costs were incurred by the Village.

Village Manager Rollason stated that payments made to date exceed $3 million.

- $374,000 towards stormwater
- $861,475 from Sunbeam contributions towards invoices for MG3.
- $1,054,000 towards Chin Diesel for soil remediation, not demolition.
- $64,000 to the Miami Dade County School Board
- $4,973,332.83 total expenses paid to PFL.

Mayor Streitfeld stated that she does not agree with PFL/AFA having private offices at the Village Community Center.

Commissioner Acosta expressed a desire to see a finalized building design and raised concerns regarding parking on Galleon Street and rooftop access.

Vice Mayor Cuk stated that he would like to see the project move forward.

Commissioner Daro expressed support for moving the project forward and asked whether the proposed cost exceeding $500,000 represents the best proposal.

PFL Attorney Fabian Pal and Gustavo Bogomolni of MG3 Group were present to respond to the Commission's questions.

DRAFT

The proposed numbers reflected a consensus between both parties and represent the actual costs, including part of the reductions.

Attorney Fabian Pal, stated that his client indicated a desire to move the project forward and achieve a break-even point sooner rather than later.

Mayor Streitfeld suggested that the Village Manager return to renegotiate the construction costs.

Commissioner Acosta reconsidered and stated that she will not be in favor of an office.

Commissioner Daro expressed a willingness to negotiate at $300,000 to move the project forward.

Commissioner Acosta raised concerns regarding the Village's liability if AFA were to have a mailing address at the Community Center.

Village Attorney Sera clarified that the office contemplated in the existing agreement is intended as a management office for the courts. The current negotiations involve a proposed office on the third floor. The existing agreement only covers a two-story building. The Village previously worked out an agreement to add a third floor; however, the first amendment has not yet been signed. The Village can draft a new First Amendment to consolidate all proposed changes.
Regarding costs, the Village, in concept has approved a third-floor cost estimate of $3 million in addition to the proposed amendments.

Commissioner Chervony inquired about the rooftop garden. Village Attorney Sera confirmed that the Village has agreed to a full rooftop garden.

Mayor Streitfeld outlined the key points for discussion:
1. The intended use of the rooftop.
2. The possibility of including office space.
3. If office space is agreed upon, what the Village would receive in return for the overall costs.

Commissioner Chervony stated that he will honor the current agreement, which does not include office space, but expressed a willingness to negotiate potential benefits for the Village if office space is added.

Fabian Pal stated that PFL cannot move forward with the project without including office space. He reviewed a chart showing a proposed build-out of both floors, which would reduce costs by 50% to advance the project. The client is eager to act to avoid missing the World Cup window and can have a decision by his Client by Wednesday or Thursday.

There was a detailed discussion regarding the rooftop, including its pitch, level, grade, landscaping, green building considerations, and roof layering.

Gustavo Bogomolni noted that the rooftop terrace approved in the existing agreements is not buildable due to the pitch and slopes.

DRAFT

Mayor Streitfeld inquired whether a water system for drainage and irrigation is being considered.

Fabian Pal asked whether the usable area of the rooftop could be enhanced with additional greenery.

Mayor Streitfeld emphasized a desire for more usable square footage to accommodate proper gatherings.

Fabian Pal suggested the possibility of expanding the rooftop on the sides to create additional space, and Architect Bogomolni confirmed that construction could be to achieve the maximum usable area.

Village Attorney Sera inquired about the rooftop load capacity. Mr. Bogomolni responded that the general load capacity is sufficient for a community center.

Mayor Streitfeld requested further clarification on the load capacity.

Village Manager Rollason noted that the structure is being built to office space standards.

Commissioner Chervony clarified that there is a 5% split of revenues between the project partner.

Mayor Streitfeld summarized the Commission's consensus:

1. PFL will revisit the potential expansion of the occupied rooftop space.
2. Office space requires negotiation on cost reduction.

Mayor Streitfeld or the Village Manager can schedule a Special Meeting to address the pending items.

Fabian Pal stated a willingness to reduce the project cost from $597,000.

Commissioner Daro emphasized his desire to see the project completed.

Commissioner Acosta clarified that she would support an administrative office only, and it should not be used as a mailing address for a corporation.

DRAFT

Commissioner Chervony suggested a compromise amount of $300,000.

There was a general discussion and consensus on the following items:

1. If an agreement is reached, PFL will complete the second and third floors for an additional cost of $350,000, including the glass panels as required by the Department of Children and Families [DCF].
2. Expansion of the rooftop garden in accordance with the Code.
3. In return, the Village will authorize the use of 600 square feet of office space on the third floor.
4. Acceptance of a year-by-year lease arrangement.
5. Operation of a café on the first floor, with revenue as stipulated (5% of total net income).
6. Extension of plumbing to the third floor.
7. The Village will commit to funding of $2,772,783.54.

ACTION: Commissioner Rotondaro made the following motion:

1. If an agreement is reached, PFL will complete the second and third floors for an additional cost of $350,000, including the glass panels as required by DCF.
2. Expansion of the rooftop garden in accordance with the Code.
3. In return, the Village will authorize the use of 600 square feet of office space on the third floor.

Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 4-1, with Commissioner Rotondaro, Commissioner Acosta, Commissioner Chervony, and Vice Mayor Cuk voting for. Mayor Streitfeld voted against.

11.E A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. 08 TO ARDURRA GROUP, INC. FOR THE WATER AND SEWER MASTER PLAN IN AN AMOUNT NOT TO EXCEED $504,634.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - *VILLAGE MANAGER FRANK ROLLASON (PUBLIC WORKS DIRECTOR STEVEN BUCKLAND)*

Mayor Streitfeld pulled the item regarding the costly report from Ardurra for a Water and Sewer Master Plan.

Steven Buckland summarized that the Village does not have a complete “as-built” record for the entire Village.

DRAFT

Mayor Streitfeld requested the total cost for emergency repairs.

Steven Buckland responded that total emergency repair costs over the past year totaled $463,500. An email from Miami-Dade County Water and Sewer Department (WASD) indicated that the Village continues to exceed water allocations.

Work orders for the project will be funded by Utility Reserves.

Hector from Ardurra estimated the timeline for the Water and Sewer Master plan was 12 months.

Steven Buckland clarified that the work order is a lump sum project and will not be billed on an hourly basis.

Ardurra noted that the Village currently has no AMI system to monitor water usage, water pressure, or the metering process. The master plan will provide the necessary tools to monitor and manage these systems.

11.B A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING THE ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT ALLOCATION FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO PURCHASE A MULTI-BAND POLICE RADIO AND PATROL VEHICLES IN THE AMOUNT OF $78,515.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

Mayor Streitfeld thanked State Representative Fabian Basabe for reaching out to the Florida Department of Law Enforcement Commissioner and connecting with the Village, noting their responsiveness in securing the grant. He also thanked Commissioner Robert Glass for the grant award

ACTION: Mayor Streitfeld made a motion to approve the proposed resolution. Commissioner Chervony seconded the motion.

Upon roll call vote, the motion passed 5-0, with Mayor Streitfeld, Commissioner Chervony, Commissioner Acosta, Commissioner Rotondaro, and Vice Mayor Cuk voting for.

Commissioner Rotondaro was out of the dias during the time of the vote.

11.H A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY UTILITY SYSTEM REPAIRS PERFORMED BY DAVID MANCINI & SONS, INC. IN THE AMOUNT OF $131,600.07;

DRAFT

PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

ACTION: Mayor Streitfeld made a motion to ratify the emergency repairs. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 5-0, with Mayor Streitfeld, Commissioner Acosta, Commissioner Chervony, Commissioner Rotondaro and Vice Mayor Cuk voting for.

12. First Reading of Ordinances - None

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13.A AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," SECTION 8.12, "BONUS HEIGHT," AND CHAPTER 15, "FORM BASED CODE," SECTIONS 15.7.B "SUMMARY TABLE AND ILLUSTRATIONS – T6-24 AND T6-24MU (MUNICIPAL USE)" AND 15.7.C "SUMMARY TABLE AND ILLUSTRATIONS – T6-30" TO PROVIDE FOR HEIGHT BONUSES IN T6-24, T6-24MU, AND T6-30 TRANSECT ZONES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY COMMISSIONER RICHARD CHERVONY

Mayor Streitfeld read the ordinance title into the record.

There was a brief discussion regarding the final language, including the removal of text from Section 8.12(b)(2). It was noted that the fee will be established as set by Resolution.

ACTION: Commissioner Chervony made a motion to approve the ordinance on second reading with the following amendments:

1. Removal of text from Section 8.12(b)(2)

DRAFT

2. The fee will be established as set by Resolution

Mayor Streitfeld seconded the motion.

Upon roll call vote, the motion passed 5-0, with Commissioner Chervony, Mayor Streitfeld, Commissioner Acosta, Commissioner Rotondaro, and Vice Mayor Cuk voting for.

13.B AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 31 OF THE VILLAGE CODE OF ORDINANCES TO ESTABLISH VARIOUS VILLAGE DEPARTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Mayor Streitfeld read the ordinance title into the record.

ACTION: Commissioner Chervony made a motion to approve the proposed ordinance on second reading as presented. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5-0, with Commissioner Chervony, Vice Mayor Cuk, Commissioner Acosta, Commissioner Rotondaro, and Mayor Streitfeld voting for.

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.B Discussion and Direction on the Implementation of a "Stop the Hate" Blue Square Decal Program for Village Vehicle – Sponsored by Commissioner Richard Chervony

Commissioner Chervony introduced the discussion item titled "Stop the Hate." He proposed ordering 200 decals to be placed on Village vehicles and collaborating with an anti-hate movement, the Police Department, and Treasure Island Elementary School. He expressed a desire for the decals to be on every vehicle in the Village and available at Village Hall for residents. The decals would incorporate the Village logo.

Commissioner Chervony also mentioned working on a grant for a passive park at the Community Center and Schoenberger Park, to include benches or reflective areas, providing spaces for meditation. He emphasized that the initiative is intended to have a broad anti-hate focus.

DRAFT

ACTION: Vice Mayor Cuk made a motion to implement the "Stop the Hate" Blue Square Program. Mayor Streitfeld seconded the motion.

Upon roll call vote, the motion passed 5-0, with Vice Mayor Cuk, Mayor Streitfeld, Commissioner Acosta, Commissioner Chervony, and Commissioner Rotondaro voting for.

14.C A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF ROGER HOGG AS CAPITAL IMPROVEMENT PROJECTS DIRECTOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Mayor Streitfeld made a motion to confirm the Appointment of Roger Hogg as Capital Improvement Projects Director. Commissioner Chervony seconded the motion.

Upon roll call vote, the motion passed 5-0, with Mayor Streitfeld, Commissioner Chervony, Commissioner Acosta, Commissioner Rotondaro, and Vice Mayor Cuk voting for.

14.D A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF LILI TORRES AS COMMUNITY ENGAGEMENT DIRECTOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

ACTION: Mayor Streitfeld made a motion to confirm the Appointment of Lili Torres as Community Engagement Director. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 5-0, with Mayor Streitfeld, Commissioner Acosta, Commissioner Chervony, Commissioner Rotondaro, and Vice Mayor Cuk voting for.

NEW ITEM

14E – Discussion on the Community Center Groundbreaking Event

Mayor Streitfeld suggested forming an ad-hoc committee for the Grand Opening of the Community Center.

There was consensus to establish the ad hoc Committee for the Community Center groundbreaking event.

DRAFT

It was noted that groundbreaking should occur once the building has a Temporary Certificate of Occupancy (TCO).

Commissioner Chervony suggested that Community Engagement Director Torres create a schedule, a Plan of Action, and a proposal for the event.

A simple application form will be created, requiring proof of residency. Applications will be submitted to the Community Engagement Director, Lili Torres, and the Committee will be limited to 10 individuals. Would like the individuals to solicit sponsorship for the event.

Mayor Streitfeld also requested that this item be included as a standing item on all future agendas under the Village Manager's Report.

DRAFT

ACTION: Mayor Streitfeld made a motion to:

1. Establish the Ad Hoc Brent Latham Community Center Groundbreaking Planning Committee.
2. Designate Community Engagement Director Torres to take the lead on Committee applications.
3. Include this event as a standing item on future agendas.

Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 5-0, with Mayor Streitfeld

15. Adjournment

Vice Mayor Cuk made a motion to adjourn the meeting. Commissioner Chervony seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss meeting was adjourned at 10:26 p.m.

Rachel Streitfeld, Mayor

Respectfully Submitted

Alba L. Chang
Village Clerk

DRAFT

NORTH BAY VILLAGE
VILLAGE COMMISSION WORKSHOP MEETING MINUTES
JANUARY 22, 2026 | 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 825 6968 1701

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1. Opening Items

A. Call to Order

Mayor Streitfeld called the meeting to order at 6:0 p.m.

B. Roll Call

The following members were present:
Mayor Rachel Streitfeld
Vice Mayor Goran Cuk
Commissioner Doris Acosta
Commissioner Richard Chervony
Commissioner Andrew Rotondaro

C. Pledge of Allegiance

The Pledge of Allegiance was recited.

2. Discussion Items

2A . Discussion on the Village's Solid Waste Services

Mayor Streitfeld introduced the discussion on the Village's Solid Waste Services, providing background on the Public Works site located on Galleon Street. Topics included the cleanup of the Galleon Street property, the acquisition of a new Public Works facility in Little River, and the potential privatization of solid waste services. She also directed staff to include an analysis of current operating costs, five-year cost projections, and research into alternative waste management providers.

Village Manager Frank Rollason welcomed residents in attendance and noted that the Village has been charged with conducting a comprehensive review of all aspects of its solid waste operations, including overall costs and service scope.

Public Works Director Steven Buckland presented a detailed evaluation of the Village's solid waste services. His review included site visits to assess service delivery, an audit of billing fees, and outreach to solid waste haulers. The Village is currently reconciling discrepancies at several properties where billing does not align with services provided. Mr. Buckland also shared the results of a recent audit comparing all Village accounts billed to the actual services rendered. Service

schedules vary across the Village, with two-day, four-day, and seven-day collection options offered at different rates.

Single Family Homes
Total homes: 394
Rate: 45.84
Billing amount a year: $18,060.96

Multi Family
Total: 4014
Rate:29.63
Total: $118,934.82

Mr. Buckland presented a feasibility analysis evaluating potential cost savings for Sanitation Services. Key factors reviewed included staffing, sanitation vehicles, maintenance costs, and operational risk. The analysis indicated that by piggybacking on the Coral Gables contract, the Village could achieve estimated savings of $1,068,038 over a five-year period, translating to approximately $257,410.56 in annual collective savings for residents.

Based on these findings, it was recommended that the Village further explore the privatization of solid waste services, either through piggybacking on the Coral Gables contract or by issuing a formal Request for Proposals (RFP). An additional consideration included requiring residents to assume the cost of recycling services.

PUBLIC COMMENTS

• **Oliver Pfeiffer** expressed concerns regarding employee retention and the maintenance of service quality.

Mr. Buckland clarified that the Village would continue providing back-door collection service two days per week, and that existing personnel would be retained and reassigned to other departments.

• **Brook Dannemiller** inquired about hazardous waste disposal options for residents. He noted that the City of Coral Gables hosts hazardous waste collection events that allow residents to safely dispose of items such as electronic waste.

Mr. Buckland explained that Village residents may also utilize Miami-Dade County waste facilities for the disposal of hazardous materials.

• **Dave Doebler** asked about the current solid waste hauler for the City of Coral Gables. Mr. Buckland confirmed that Waste Management is the contractor. Mr. Doebler commented that the contract is significantly more cost-effective than the current County haulers and encouraged the Village to consider additional services such as composting and hazardous materials collection.

DRAFT

CLOSED PUBLIC COMMENT

Village Manager Rollason explained that the proposed waste haulers have sufficient staffing levels to provide coverage during employee absences.

Commissioner Acosta expressed appreciation for the comprehensive presentation and raised concerns regarding the Village's current recycling services. She requested improvements to bulk item collection and suggested implementing a recycling awareness campaign during Village events. Commissioner Acosta also highlighted ongoing issues with illegal dumping on South Treasure Drive and Harbor Island.

Public Works Director Buckland stated that Code Enforcement conducts inspections at these locations and issues citations to property owners when violations are identified. He also clarified that residents typically submit service requests and remit payments to schedule bulk item pickups.

Commissioner Chervony noted that inadequate homeowner education has led to widespread contamination of recyclable materials.

Mayor Streitfeld requested that staff include a discussion item on Direction at the February Regular Commission Meeting. In the interim, residents were encouraged to submit questions to the Village.

Adjournment

There being no further business to discuss, the meeting adjourned at 7:13 p.m.

Accepted on this 17th day of February 2026.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

DRAFT

ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Sustainability & Resiliency Task Force - Chair Alisha Graham

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Chair Alisha Graham of the Sustainability & Resiliency Task Force will present a brief report to the Village Commission on the Task Force's activities.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Update on the Village's General Transportation Services

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RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Fund Name:
GL Line-Item Number:
Total Budget Allocated: $
Encumbered Amount: 0
Remaining Balance: $

PERSONNEL IMPACT

None

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Lili Torres, Marketing and Special Events Coordinator

SPONSORED BY: Village Manager, Frank Rollason

SUBJECT: Community Engagement Report (January 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Community Engagement Report (January 2026)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Community Engagement Report Jan. 2026.pdf

NORTH BAY VILLAGE COMMUNITY ENGAGEMENT REPORT

January 2026

Strategic Communications & Social Media

Created all promotional flyers, planned strategic messaging and successfully executed comprehensive social media campaigns for every event and initiative.

Social Media Reach: Instagram 4,997 followers | Facebook 2,200+ followers | Twitter 1,264 followers | LinkedIn 60,000 impressions

Promoted 15+ initiatives across **5 communication channels** and sent **5 newsletters** including NBV Condominium Special Assessment Program, FAB Vacancy, 2026 NBV Recycling Calendar, Monday Nights with the Mayor, Commissioner Acosta's Virtual Agenda Review, Ad Hoc Community Center Grand Opening Committee Recruitment, Two Commission Meeting Recap Posts, Five New Bus Shelters Messaging, Vice Mayor Cuk's STEM Scholarship, Spring Camp, and Trolley Services.

Events & Programming

January: Movie Night, Archery, Teacher Planning Day | **February:** NBV Against Hate, Movie Night, Parents Night Out, Family Science Day

Recreation Programs

Promoted and coordinated registration for Saturday Soccer and Recreational Soccer programs. Provided hands-on service through soccer uniform distribution to parents and youth athletes.

Public Safety & Health

Promoted Miami-Dade County CPR Class, conveying emergency response preparedness and life-saving training opportunity for residents.

Environmental Awareness

Distributed 2026 Recycling Calendar to all residents and promoted Solid Waste Workshop, educating residents and inviting for engagement

Monthly Overview

Category	Accomplishments
Communications	15+ campaigns | 68,461+ total social media impressions
Events	3 January events executed | 4 February events in progress
Recreation	2 soccer programs coordinated | Direct uniform distribution
Public Safety	CPR training promoted
Environmental	Recycling calendar distributed | Solid waste workshop promoted

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Traffic Enforcement Report (January 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (January 2026).pdf

North Bay Village Police Department
Memorandum

Date: February 02, 2026

To: Assistant Chief, R. Jenkins

From: Lieutenant**,** Norlan Benitez

Subject: Monthly Traffic Enforcement Report for January 1 to January 31, 2026

The following is the Monthly After-Action Report for the Department's continuing traffic educational/enforcement initiative. The information contained herein details the activity for the month of January 2026. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and citation of drivers, public education, and raise awareness of the dangers of aggressive driving, speeding, red-light running, seat belt compliance, bike/pedestrian safety, impaired driving, distracted driving, and general traffic safety. Our Traffic Enforcement Team will continue to monitor all Village-wide traffic-related issues and conduct strategic enforcement, reporting our continuing progress on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 348 – Speeding Citations
- 45– Criminal Citations
- 51–Moving Violation Citations
- 312 – Non-Moving Citations
- 121 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 8 – Criminal Citations
- 33– Moving Violation Citations
- 27– Non-Moving Citations
- 16 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 2 – Criminal Citation
- 29– Moving Violation Citations
- 31– Non-Moving Citations
- 12 – Warnings

Traffic Enforcement on North Bay Island:

- 0 – Speeding
- 0 – Criminal Citation
- 0 – Moving Violation Citations
- 0 – Non-Moving Violation Citations
- 2 – Warnings

Traffic Enforcement Totals:

- ❖ 886– Citations
- ❖ 151–Warnings
- ❖ 170– Parking Citations

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (January 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $19,600.00 in code enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
January 2026 CM-Code Report.pdf
December 2025 CM-Code Report.pdf
November 2025 CM-Code Report.pdf

	Code	Statistics	Jan-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1555 N Treasure Dr #304	Expired Permit	Warning	1/5/2026				
1625 Kennedy Cswy #802	Expired Permit	Warning	1/5/2026				
1630 S Treasure Drive	Expired Permit	Warning	1/5/2026				
23-3209-000-0030	Vacant Lot Fee	Warning	1/6/2026				
23-3209-000-0020	Vacant Lot Fee	Warning	1/6/2026				
1356 Bay Terrace	Vacant Lot Fee	Warning	1/6/2026				
7700 Center Bay Drive	Vacant Lot Fee	Warning	1/6/2026				
7531 Coquina Drive	Construction Site Maint/ID	Warning	1/6/2026				
7524 W Treasure Drive	Vacant Lot Fee	Warning	1/6/2026				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	1/6/2026				
7508 W Treasure Drive	Vacant Lot Fee	Warning	1/6/2026				
7922 East Drive	Vacant Lot Fee	Warning	1/6/2026				
23-3209-001-0270	Vacant Lot Fee	Warning	1/6/2026				
23-3209-001-0250	Vacant Lot Fee	Warning	1/6/2026				
1670 S Treasure Drive	Vacant Lot Fee	Warning	1/6/2026				
8000 East Drive	Fence Mesh	Warning	1/6/2026				
7711 Beach View Drive	Construction Site Maint/ID	Warning	1/6/2026				
7509 Buccaneer Ave	Construction Site Maint/ID	Citation	1/7/2026		$250.00		
7509 Buccaneer Ave	Construction Site Maint/ID	Citation	1/7/2026		$500.00		
7600 Beach View Drive	Expired Permit	Citation	1/7/2026		$250.00		
7700 Center Bay Drive	Vacant Lot Fee	Citation	1/7/2026		$250.00		
7720 Miami View Drive	Operating / Advertising	Warning	1/8/2026				
7531 Beach View Drive	Operating / Advertising	Warning	1/8/2026				
1550 Kennedy Cswy	Bulk Trash	Warning	1/8/2026				
1356 Bay Terrace	Vacant Lot Fee	Citation	1/8/2026		$250.00		
7731 Miami View Drive	Noise	Citation	1/9/2026	$250.00			
1524 Kennedy Cswy	Trash	Warning	1/9/2026				
7610 Beach View Drive	Noise	Warning	1/9/2026				
23-3209-001-0270	Vacant Lot Fee	Citation	1/9/2026		$250.00		
23-3209-001-0250	Vacant Lot Fee	Citation	1/9/2026		$250.00		
7516 Bounty Ave	Construction Site Maint/ID	Warning	1/12/2026				
7400 Beach View Drive	Bulk Trash	Warning	1/12/2026				
7512 Buccaneer Ave	Noise	Warning	1/12/2026				
7927 East Drive	Trash	Citation	1/13/2026		$200.00		
7927 East Drive	Trash	Citation	1/13/2026		$200.00		
7927 East Drive	Trash	Citation	1/13/2026		$200.00		
7922 East Drive	Vacant Lot Fee	Warning	1/13/2026		$250.00		
1621 S Treasure Drive	WWP	Citation	1/14/2026	$250.00			
1441 S Treasure Drive	WWP	Citation	1/14/2026		$250.00		
1647 N Treasure Drive	Fence Mesh	Warning	1/15/2026				
7720 Miami View Drive	Recycle Cans	Citation	1/16/2026	$200.00			
7821 Beach View Drive	WWP	Citation	1/16/2026	$250.00			
7557 Mutiny Ave	Landscape	Warning	1/20/2026				
7921 East Drive	Bulk Trash	Warning	1/20/2026				
7939 West Drive	Bulk Trash	Warning	1/20/2026				
7731 Miami View Drive	Noise	Citation	1/20/2026		$250.00		
1872 Kennedy Cswy	Blocking ROW	Warning	1/20/2026				
7730 Center Bay Drive	Recycle Can	Warning	1/21/2026				
7421 Center Bay Drive	Bulk Trash	Warning	1/21/2026				
7922 East Drive	Bulk Trash	Warning	1/21/2026				
1755 Kennedy Cswy	Fence Maintenance	Warning	1/21/2026				
7924 East Drive	Bulk Trash	Warning	1/21/2026				
7524 Buccaneer Ave	Recycling Violation	Warning	1/21/2026				
7921 West Drive	Bulk Trash	Warning	1/21/2026				
23-3209-000-0030	Vacant Lot Fee	Warning	1/23/2026		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	1/23/2026		$250.00		
7501 Adventure Ave	Recycle Can	Warning	1/23/2026				
7929 West Drive	Bulk Trash	Warning	1/23/2026				
1621 S Treasure Drive	WWP	Citation	1/26/2026		$250.00		
7516 Buccaneer Ave	Bulk Trash	Warning	1/27/2026				
7510 Miami View Drive	Noise	Warning	1/27/2026				
7731 Miami View Drive	Construction Site Maint	Warning	1/27/2026				
1819 Kennedy Cswy	Special Event	Citation	1/27/2026	$250.00			
1819 Kennedy Cswy	Noise	Citation	1/27/2026	$250.00			
7821 Beach View Drive	WWP	Citation	1/28/2026		$250.00		
1700 Kennedy Cswy	Open / Unsecure	Warning	1/30/2026				
7920 East Drive	Special Magistrate	Order	1/30/2026		$15,000.00		
1660 S Treasure Drive	Noise	Citation	1/30/2026		$250.00		
7548 Cutlass Ave	Bulk Trash	Warning	1/30/2026				
7510 Miami View Drive	Noise	Citation	1/30/2026	$250.00			

(30) Lien Searches							
				$1,700.00	$19,600.00		

Glossary	
Violation Type Abbreviation	**Definition**
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
STRV Strike	Code violation counted when revoking/denying an STVR License

	Code	Statistics	Dec-25	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7925 West Drive	Bulk Trash	Warning	12/1/2025				
7927-7931 East Drive	Trash Violation	Citation	12/1/2025	$200.00			
8000 West Drive	Gas Blowers	Warning	12/1/2025				
7509 W Treasure Drive	Construction Site Maint	Citation	12/1/2025	$750.00			
7720 Miami View Drive	Noise	Citation	12/1/2025	$500.00			
7720 Miami View Drive	Operating/Advertising	Citation	12/1/2025	$500.00			
7720 Miami View Drive	BTR	Citation	12/1/2025	$250.00			
1872 Kennedy Cswy	Damaged Fence	Warning	12/2/2025				
7721 Coquina Drive	Construction Site Maint/ID	Citation	12/2/2025		$250.00		
1601 S Treasure Drive	Bulk Trash	Warning	12/3/2025				
7536 Bounty Ave	Trash Cans	Warning	12/4/2025				
7600 Beach View Drive	Expired Permits	Citation	12/4/2025	$250.00			
TECO/Buccanner Ave	Blocking ROW	Warning	12/4/2025				
1660 S Treasure Drive	Construction Site Maint	Warning	12/4/2025				
7939 East Drive	Operating/Advertising	Warning	12/4/2025				
7801 Center Bay Drive	Special Magistrate	Order	12/4/2025		$700.00		
7927-7931 East Drive	Bulk Trash	Citation	12/8/2025	$200.00			
7920 East Drive	Bulk Trash	Citation	12/8/2025		$200.00		
7509 Buccaneer Ave	Construction Site Maint/ID	Citation	12/9/2025	$500.00			
7520 Beach View Drive	Illegal Dumping	Removed	12/9/2025				
7509 W Treasure Drive	Noise	Citation	12/9/2025		$250.00		
7509 W Treasure Drive	Construction Site Maint/ID	Citation	12/9/2025		$500.00		
7509 W Treasure Drive	Construction Site Maint/ID	Citation	12/9/2025		$750.00		
7552 W Treasure Drive	Prohibited Sign	Removed	12/10/2025				
7731 Coquina Drive	Recycling Violation	Tagged	12/10/2025				
7720 Coquina Drive	Recycling Violation	Tagged	12/10/2025				
7711 Coquina Drive	Recycling Violation	Tagged	12/10/2025				
7601 Coquina Drive	Recycling Violation	Tagged	12/10/2025				
7501 Coquina Drive	Recycling Violation	Tagged	12/10/2025				
7421 Center Bay Drive	Recycling Violation	Tagged	12/10/2025				
7501 Center Bay Drive	Recycling Violation	Tagged	12/10/2025				
7531 Center Bay Drive	Recycling Violation	Tagged	12/10/2025				
7544 W Treasure Drive	Construction Site Maint	Warning	12/10/2025				
7421 Center Bay Drive	Trash	Warning	12/10/2025				
7917 West Drive	Property maintenance	Warning	12/10/2025				
1819 Kennedy Cswy	Trash Violation	Warning	12/10/2025				
7544 W Treasure Drive	Prohibited Sign	Removed	12/10/2025				
7918 West Drive	Construction Site Maint/ID	Citation	12/10/2025		$500.00		
7549 Adventure Ave	Bulk Trash	Warning	12/10/2025				
7601 Center Bay Drive	Recycling Violation	Tagged	12/10/2025				
7610 Center Bay Drive	Recycling Violation	Tagged	12/10/2025				
7620 Center Bay Drive	Recycling Violation	Tagged	12/10/2025				
7800 Center Bay Drive	Recycling Violation	Tagged	12/10/2025				
7530 Miami View Drive	Recycling Violation	Tagged	12/10/2025				
7720 Miami View Drive	Recycling Violation	Tagged	12/10/2025				
7700 Miami View Drive	Recycling Violation	Tagged	12/10/2025				
7511 Miami View Drive	Recycling Violation	Tagged	12/10/2025				
7500 Miami View Drive	Recycling Violation	Tagged	12/10/2025				
1311 Bay Terrace	Recycling Violation	Tagged	12/10/2025				
1660 S Treasure Drive	Open/Unsecure	Warning	12/11/2025				
7531 Miami View Drive	Bulk Trash	Removed	12/11/2025				
7800 Coquina Drive	Recycling Can	Warning	12/12/2025				
1510 S Treasure Drive	Recycling Can	Warning	12/12/2025				
7501 Adventure Ave	Recycling Can	Warning	12/12/2025				
1601 N Treasure Drive	Fence Mesh	Warning	12/15/2025				
7711 Miami View Drive	Recycling Can	Warning	12/16/2025				
7720 Miami View Drive	Recycling Can	Warning	12/16/2025				
7520 Beach View Drive	Trash Violation	Warning	12/16/2025				
1820 S Treasure Drive	Expired Permit	Warning	12/16/2025				
1671 S Treasure Drive	Expired Permit	Warning	12/16/2025				
1800 Kennedy Cswy #A111	Expired Permit	Warning	12/16/2025				
1735 N Treasure Drive	Expired Permit	Warning	12/16/2025				
7928 West Drive	Expired Permit	Warning	12/16/2025				
7928 West Drive	Expired Permit	Warning	12/16/2025				
7928 West Drive #407	Expired Permit	Warning	12/16/2025				
7904 West Drive #910	Expired Permit	Warning	12/16/2025				
7920 East Drive #5	Expired Permit	Warning	12/16/2025				
7920 East Drive	Bulk Trash	Warning	12/16/2025				
7801 Miami View Drive	Expired Permit	Warning	12/16/2025				
7800 Center Bay Drive	Expired Permit	Warning	12/16/2025				

7904 West Drive #602	Expired Permit	Warning	12/16/2025				
7901 Hispanola Ave #707	Expired Permit	Warning	12/16/2025				
1880 S Treasure Drive	Expired Permit	Warning	12/17/2025				
1880 S Treasure Drive #4K	Expired Permit	Warning	12/17/2025				
1880 S Treasure Drive #3N	Expired Permit	Warning	12/17/2025				
1880 S Treasure Drive #2H	Expired Permit	Warning	12/17/2025				
1865 Kennedy Cswy #16L	Expired Permit	Warning	12/17/2025				
1865 Kennedy Cswy #14D	Expired Permit	Warning	12/17/2025				
1865 Kennedy Cswy #5H	Expired Permit	Warning	12/17/2025				
1865 Kennedy Cswy #3A	Expired Permit	Warning	12/17/2025				
1865 Kennedy Cswy #11M	Expired Permit	Warning	12/17/2025				
1681 Kennedy Cswy	Trash	Warning	12/18/2025				
8000 West Drive #704	Noise	Citation	12/18/2025		$250.00		
1872 Kennedy Cswy	Noise	Citation	12/19/2025	$250.00			
1872 Kennedy Cswy	Construction Site Maint	Citation	12/19/2025	$250.00			
7545 E Treasure Drive	Fence Maintenance	Warning	12/22/2025				
7931 East Drive	Bulk Trash	Warning	12/22/2025				
7917 West Drive	Bulk Trash	Warning	12/22/2025				
1441 S Treasure Drive	Trash Violation	Warning	12/22/2025				
1851 Galleon Street	Open/Unsecure	Warning	12/26/2025				
7721 Coquina Drive	Open/Unsecure	Warning	12/27/2025				
7801 Center Bay Drive	Open/Unsecure	Warning	12/27/2025				
1441 S Treasure Drive	WWP	Citation	12/29/2025	$250.00			
7516 Bounty Ave	Noise	Citation	12/30/2025		$500.00		
7553 W Treasure Drive	Expired Permit	Warning	12/30/2025				
7520 W Treasure Drive	Expired Permit	Warning	12/30/2025				
7513 W Treasure Drive	Expired Permit	Warning	12/30/2025				
7545 E Treasure Drive #5K	Expired Permit	Warning	12/30/2025				
1365 Bay Terrace	Noise	Warning	12/30/2025				
7601 E Treasure Dr #721	Expired Permit	Warning	12/30/2025				
7710 Miami View Drive	Expired Permit	Warning	12/30/2025				
7601 E Treasure Dr #2401	Expired Permit	Warning	12/30/2025				
7601 E Treasure Dr #1819	Expired Permit	Warning	12/30/2025				
7601 E Treasure Dr #CU12	Expired Permit	Warning	12/30/2025				
7601 E Treasure Drive	Expired Permit	Warning	12/31/2025				
(42) Lien Searches							
				$3,900.00	$3,900.00		

Violation Type Abbreviation	**Definition**
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
ID	Illicit Discharge
STRV Strike	Code violation counted when revoking/denying an STVR License

	Code	Statistics	Nov-25	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 W Treasure Drive	Construction Site Maint.	Warning	11/3/2025				
7500 Bounty Ave	Bulk Trash	Warning	11/4/2025				
1740 S Treasure Drive	Bulk Trash	Warning	11/4/2025				
7544 W Treasure Drive	Blocking ROW	Warning	11/4/2025				
7500 Coquina Drive	Trash Violation	Warning	11/4/2025				
7509 Buccaneer Ave	WWP	Citation	11/4/2025		$250.00		
1365 Bay Terrace	Noise	Citation	11/4/2025		$250.00		
1630 S Treasure Drive	Noise	Warning	11/5/2025				
7601 Beach View Drive	Landscape	Warning	11/5/2025				
1851 Galleon Street	Construction Site Maint.	Warning	11/5/2025				
7530 Miami View Drive	Landscape	Warning	11/5/2025				
1630 S Treasure Drive	Noise	Warning	11/5/2025				
7801 Center Bay Drive	Expired Permits	Warning	11/5/2025				
7925 West Drive	WWP	Citation	11/5/2025		$250.00		
7904 West Drive #1002	WWP	Citation	11/5/2025		$250.00		
7544 W Treasure Drive	Noise	Warning	11/6/2025				
7920 East Drive	Bulk Trash	Warning	11/6/2025				
7800 Center Bay Drive	Trash Violation	Warning	11/6/2025				
7524 Mutiny Ave	Operating/Advertising	Citation	11/6/2025		$250.00		
7524 Mutiny Ave	BTR	Citation	11/6/2025		$250.00		
1872 Kennedy Cswy	Landscape	Citation	11/6/2025		$200.00		
7821 Beach View Drive	Noise	Citation	11/6/2025		$250.00		
Treasure Island	Prohibited Sign	Removed	11/6/2025				
7516 Adventure Ave	Noise	Warning	11/6/2025				
7500 Bounty Ave	Recycling/Trash Cans	Warning	11/7/2025				
1700 Hispanola Ave	Recycling Cans	Warning	11/7/2025				
7532 Hispanola Ave	Recycling Cans	Warning	11/7/2025				
7505 Adventure Ave	Recycling Cans	Warning	11/7/2025				
1455 N Treasure Drive	Noise	Warning	11/7/2025				
7939 East Drive	Operating/Advertising	Warning	11/12/2025				
7939 East Drive	Knox Box	Warning	11/12/2025				
1666 Kennedy Cswy #206	Special Magistrate	Order	11/12/2025		$650.00		
7801 Center Bay Drive	Special Magistrate	Order	11/12/2025		$700.00		
7421 Beach View Drive	Trash Violation	Warning	11/12/2025				
7517 Hispanol Ave	Trash Cans	Warning	11/13/2025				
7545 W Treasure Drive	Operating/Advertising	Warning	11/13/2025				
7431 Center Bay Drive	Noise	Warning	11/17/2025				
7400 Beach View Drive	ROW Maintenance	Warning	11/17/2025				
7720 Miami View Drive	Operating/Advertising	Citation	11/17/2025	$250.00			
7720 Miami View Drive	BTR	Citation	11/17/2025	$250.00			
7731 Miami View Drive	Construction Site Maint	Warning	11/17/2025				
7517 West Drive	Trash	Warning	11/18/2025				
7929 West Drive	Bulk Trash	Warning	11/18/2025				
7600 Beach View Drive	Expired Permit	Warning	11/18/2025				
1721 S Treasure Drive	Noise	Warning	11/18/2025				
7431 Center Bay Drive	Noise	Warning	11/18/2025				
1540 N Treasure Drive	Special Magistrate	Order	11/20/2025		$5,587.50		
7516 Bounty Ave	Noise	Citation	11/20/2025	$500.00			
7720 Miami View Drive	Noise	Citation	11/24/2025	$250.00			
7720 Miami View Drive	BTR	Citation	11/24/2025	$250.00			
7720 Miami View Drive	Operating/Advertising	Citation	11/24/2025	$500.00			
7721 Coquina Drive	Construction Site Maint	Warning	11/24/2025				
7940 West Drive	Gas Blowers	Warning	11/24/2025				
7721 Coquina Drive	Construction Site Maint	Citation	11/25/2025	$250.00			
7701 Coquina Drive	Construction Site Maint	Warning	11/26/2025				
7530 Miami View Drive	Construction Site Maint	Warning	11/26/2025				
(24) Lien Searches							
				$2,250.00	$8,887.50		

Glossary

Violation Type Abbreviation	Definition
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured

STRV Strike	Code violation counted when revoking/denying an STVR License

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk Report for January of 2026

RECOMMENDATION

BACKGROUND AND ANALYSIS

This monthly report is presented to the Village Commission to keep you informed of the activities and responsibilities within the Office of the Village Clerk.

The primary responsibilities of the department include, but are not limited to, Records Management, Administrative processing of agreements, Resolutions and Ordinances, Management and Oversight of the Village Business Tax Receipts, Residents' Board Administration/Support, and the coordination of the General and Special Elections.

The Village Clerk is responsible for preparing agendas and postings for all of the Village Commission Meetings, Planning & Zoning Board, Special Magistrate, and all of the Resident Advisory Boards.

Public Notices

The Village Clerk's Office issued a total of 5 Public Meeting Notices for January 2026. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Special Magistrate Hearings, Sunshine Meetings and Request for Proposals.

Execution of Documents - January

Ordinances	Resolutions	Agreements
1	9	4

Business Tax Receipt - Update

2025/2026 Renewals

In early July, Business Tax Renewal notices were mailed to all local businesses.
Total BTR Renewals to date:262
Pending Renewals: 35

During the month of February, a list of businesses that did not renew their licenses will be submitted to Code Enforcement.

Below is an update of the pending businesses that are pending Certificate of Use Approval from Miami-Dade County:
* Pending CU Review / Approval: 6

Records Management / Digitization Project
In mid-January, First Choice Digital, took collected the final phase of the Building Department property files for scanning, consisting mainly of large architectural plans. These files are expected to be scanned and uploaded into the Village's digital repository (Laserfiche) over the course of the year.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log January 2026.pdf

Public Records Request Log - January

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED	COMMENTS
1/7/2026	Daniele Zamor	Building	10 year re-certification for 7800 Hispanola Ave	N/A	1/12/2026	
1/7/2026	Shovels Team	Building	List of all residential and commercial permit records from 12/1 - 12/31/25	N/A	1/12/2026	
1/8/2026	Robert Jones		Development application submittal		1/26/2026	
1/12/2026	Scott Thomson	Building	List of Permits after 12/1/2025	N/A	1/12/2026	
1/11/2026	Danick Baron	Finance	Purchasing Records from 6/23/2025 to current	N/A	1/12/2026	
1/12/2026	Rivan Fares	Village Clerk	Copy of any RFP or awarded contract for Holiday lighting in calendar year 2025 only.	N/A	1/12/2026	
1/14/2026	Angel Rivera	Building	Permit Application Valid through 9/30/2026 Permit # ELER-000026-2026	$125.00	1/14/2026	
1/14/2026	Diana Hernandez - MDC	Village Clerk	I am writing to respectfully request access to the contract between North Bay Village and TriMerge Consulting Group.	N/A	1/14/2026	
1/16/2026	Amelia Brizuela	Public Works	As Builts for 1900 S. Tresure Dr. - TECO	N/A	1/29/2026	
1/16/2026	Joanna Niworowki	Police	Records relating animal control investigation related to the attack. Police Case No. 202500088164	N/A		
1/16/2026	Pedro Vargas	Building	7512 Mutiny Ave, North Bay Village Parcel Folio: 23-3209-009-1850	N/A	1/22/2026	
1/18/2026	Shad Milliron	Police	Arrest Log and/or Police blotter records NBV-PD for 2025	N/A		
1/19/2026	Alexander Lessa	Police	Case number: 2025000900788 - Traffic Stop	N/A	1/20/2026	
1/19/2026	Noberto Spangaro		Dilligence process to engage in any contract wirh AFA and its replacement Project Football LLC	N/A		
1/21/2026	Andrea Cunningham	Building	Access of microfilm plans	N/A	1/23/2026	
1/26/2026	Connery Schiebel	Building	Records associated with Milestone Inspections	N/A	1/26/2026	

1/26/2026	Anastacia Solorzano	Building	Submitted/Pending permit applications for 7923-7931 East Drive, North Bay Village, FL33141	N/A	1/26/2026	
1/27/2026	Alison Rolfs	Building	Roof Permits located at 7541 Buccaneer Ave Permit # 11-B00205	N/A	1/27/2026	
1/27/2026	Dave O'Hagan	Village Clerk	List of NVB vendors	N/A	1/27/2026	
1/27/2026	Will Manguire	Building	Inspection Logs/Reports, Permit condition	N/A	1/28/2026	
1/29/2026	Rafael Monreal	Village Clerk	Structural/Cals Microfilms located at 7225 E. Treasure Drive	N/A	1/29/2026	
POLICE RECORDS REQUEST						
1/7/2036	Kamari Dawson KamariDawson@MiamiSAO.com	Police	Case number 202500086974		1/7/2026	
1/7/2026	Kamari Dawson KamariDawson@MiamiSAO.com	Police	Case number 202500087152		1/7/2026	
1/7/2026	Kamari Dawson KamariDawson@MiamiSAO.com	Police	Case number 202500047138		1/7/2026	No BWC
1/7/2026	Kamari Dawson KamariDawson@MiamiSAO.com	Police	Case number 202500081547		1/8/2026	
1/9/2026	Mathias Alonso-Nouel	Police	Case number 202564055	$ 315.00	1/12/2026	
1/12/2026	Daniela Alvarado	Police	Case number 202500076026		1/12/2026	
1/20/2026	Kamari Dawson KamariDawson@MiamiSAO.com	Police	Case number 202500032966		1/20/2026	
1/23/2026	Miguel Palacios	Police	Case number 202500081544		1/23/2026	
1/23/2026	Sara William	Police	Case number 202500053440		1/23/2026	
1/23/2026	Kamari Dawson KamariDawson@MiamiSAO.com	Police	Case number 202500085632		1/23/2026	
1/23/2026	Sara William	Police	Case number 202400005624		1/23/2026	No BWC
1/26/2026	Jack Mcallister	Police	Case number 202400025338		1/28/2026	
1/27/2026	Jose Morales	Police	Court case number A9BXARE			

1/27/2026	Kamari Dawson KamariDawson@MiamiSAO.com	Police	Case number 202500090577		1/27/2026	
1/27/2026	Kamari Dawson KamariDawson@MiamiSAO.com	Police	Case number 202500090791		1/27/2026	
1/28/2026	Miguel Palacios	Police	Case number 202500064902		1/28/2026	
1/28/2026	Sara William	Police	Case number 202500053885		1/28/2026	
1/28/2026	Sara William	Police	Case number 202500072758		1/28/2026	

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Daniela Cimo, Village Attorney

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AFFIRMING SUPPORT FOR THE PRESERVATION OF THE MIAMI-DADE URBAN DEVELOPMENT BOUNDARY ("UDB") AS IT CURRENTLY EXISTS TO PROTECT DOWNSTREAM WATER RESOURCES, INCLUDING THE BISCAYNE AQUIFER, REGIONAL GROUNDWATER SUPPLIES, AND CONNECTED COASTAL WATERS, AS WELL AS THE EVERGLADES, WETLANDS, AND AGRICULTURAL LANDS; URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO UPHOLD COUNTY MAYOR DANIELA LEVINE CAVA'S VETO OF THE PROPOSED DEVELOPMENT OUTSIDE THE UDB; URGING THE FLORIDA STATE LEGISLATURE TO OPPOSE ANY LEGISLATION THAT WOULD WEAKEN THE UDB IN THE MIAMI-DADE COUNTY CHARTER; ENCOURAGING ADVANCEMENT OF ATTAINABLE AND WORKFORCE HOUSING WITHIN THE UDB TO ADDRESS HOUSING AFFORDABILITY WITHOUT EXPANDING DEVELOPMENT INTO ENVIRONMENTALLY SENSITIVE LANDS; DESIGNATING THE PRESERVATION OF THE UDB AS A STATE LEGISLATIVE PRIORITY FOR NORTH BAY VILLAGE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. - SPONSORED BY MAYOR RACHEL STREITFELD**

RECOMMENDATION

It is recommended that the Village Commission support the Preservation of the Miami-Dade Urban Development Boundary as it currently exists to protect downstream water resources.

BACKGROUND AND ANALYSIS

The proposed Resolution is introduced by Mayor Rachel Streitfeld to support the preservation of the Miami-Dade Urban Development Boundary as it currently exists in order to safeguard downstream water resources.

The North Bay Village Commission recognizes that coral reefs are critical ecosystems that support marine biodiversity, protect shorelines, and contribute to the overall health of the ocean. The Urban Development Boundary ("UDB") in Miami-Dade County was established as a core growth-management tool to limit urban sprawl, protect environmentally sensitive lands, preserve agricultural areas, and safeguard natural systems critical to regional water supply and flood resilience. The lands located outside the current UDB include wetlands, agricultural soils, and open spaces that play a vital role in protecting downstream water resources, including the Biscayne Aquifer, regional groundwater supplies, and connected coastal waters, upon which North Bay Village and other coastal communities depend for drinking water, environmental health, and resilience to flooding and sea level rise.

In January 2026, the Miami-Dade County Commission approved amendments to the County's Comprehensive Development Master Plan to allow development of a large heavy-equipment facility on hundreds of acres of predominantly protected wetlands outside the existing UDB, raising significant concerns regarding impacts to wetlands, water resources, flood control, and long-standing growth-management policies.

On February 2, 2026, Miami-Dade County Mayor Daniella Levine Cava vetoed the proposed development, citing the County's obligation to protect environmentally sensitive lands, uphold the integrity of the UDB, and ensure that development outside the boundary occurs only when there is a demonstrated and compelling public need consistent with long-range planning principles.

The Village Commission recognizes that addressing housing affordability is a critical public-policy goal, and acknowledges that developers have argued for expanding the UDB westward to accommodate industrial and commercial projects as a means to preserve sufficient land within the UDB for affordable and workforce housing; however, the Village Commission firmly believes that such housing objectives are best achieved through strategies within the existing UDB, including infill development, redevelopment, zoning reforms, and infrastructure-efficient growth, rather than by encroaching upon environmentally sensitive lands.

The Village Commission hereby affirms its support for the preservation of the Miami-Dade Urban Development Boundary ("UDB") as it currently exists to protect downstream water resources, including the Biscayne Aquifer, regional groundwater supplies, and connected coastal waters, as well as the Everglades, wetlands, and agricultural lands; urges the Miami-Dade County Board of County Commissioners to uphold County Mayor Daniella Levine Cava's veto of the proposed development outside the UDB; urges the Florida State Legislature to oppose any legislation that would weaken the UDB in the Miami-Dade County Charter; encourages the advancement of attainable and workforce housing within the UDB to address housing affordability without expanding development into environmentally sensitive lands; designates the preservation of the UDB as a State legislative priority for the North Bay Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Supporting UDB.DOCX

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AFFIRMING SUPPORT FOR THE PRESERVATION OF THE MIAMI-DADE URBAN DEVELOPMENT BOUNDARY ("UDB") AS IT CURRENTLY EXISTS TO PROTECT DOWNSTREAM WATER RESOURCES, INCLUDING THE BISCAYNE AQUIFER, REGIONAL GROUNDWATER SUPPLIES, AND CONNECTED COASTAL WATERS, AS WELL AS THE EVERGLADES, WETLANDS, AND AGRICULTURAL LANDS; URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO UPHOLD COUNTY MAYOR DANIELA LEVINE CAVA'S VETO OF THE PROPOSED DEVELOPMENT OUTSIDE THE UDB; URGING THE FLORIDA STATE LEGISLATURE TO OPPOSE ANY LEGISLATION THAT WOULD WEAKEN THE UDB IN THE MIAMI-DADE COUNTY CHARTER; ENCOURAGING ADVANCEMENT OF ATTAINABLE AND WORKFORCE HOUSING WITHIN THE UDB TO ADDRESS HOUSING AFFORDABILITY WITHOUT EXPANDING DEVELOPMENT INTO ENVIRONMENTALLY SENSITIVE LANDS; DESIGNATING THE PRESERVATION OF THE UDB AS A STATE LEGISLATIVE PRIORITY FOR NORTH BAY VILLAGE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village (the "Village") Commission recognizes that coral reefs are critical ecosystems that support marine biodiversity, protect shorelines, and contribute to the overall health of the ocean; and

WHEREAS, the Urban Development Boundary ("UDB") in Miami-Dade County was established as a core growth-management tool to limit urban sprawl, protect environmentally sensitive lands, preserve agricultural areas, and safeguard natural systems critical to regional water supply and flood resilience; and

WHEREAS, lands located outside the current UDB include wetlands, agricultural soils, and open spaces that play a vital role in protecting downstream water resources, including the Biscayne Aquifer, regional groundwater supplies, and connected coastal waters, upon which North Bay Village and other coastal communities depend for drinking water, environmental health, and resilience to flooding and sea level rise; and

DRAFT

WHEREAS, wetlands and prairies west of the UDB function as natural filtration and storage systems that support groundwater recharge, reduce pollutant loads, and maintain hydrologic connections between inland ecosystems, the Everglades, and downstream coastal waters; and

WHEREAS, the UDB also serves to protect South Dade agricultural lands by maintaining contiguous farming areas, preserving permeable soils, supporting food production, and preventing land-speculation pressures that arise when urban development expands into rural areas; and

WHEREAS, in January 2026, the Miami-Dade County Commission approved amendments to the County's Comprehensive Development Master Plan to allow development of a large heavy-equipment facility on hundreds of acres of predominantly protected wetlands outside the existing UDB, raising significant concerns regarding impacts to wetlands, water resources, flood control, and long-standing growth-management policies; and

WHEREAS, on February 2, 2026, Miami-Dade County Mayor Daniella Levine Cava vetoed the proposed development, citing the County's obligation to protect environmentally sensitive lands, uphold the integrity of the UDB, and ensure that development outside the boundary occurs only when there is a demonstrated and compelling public need consistent with long-range planning principles; and

WHEREAS, weakening or bypassing the UDB through legislative or administrative action risks accelerating sprawl into wetlands and agricultural lands, undermining Everglades restoration efforts, and increasing long-term public costs associated with infrastructure expansion, flood mitigation, and environmental degradation; and

WHEREAS, the Village Commission recognizes that addressing housing affordability is a critical public-policy goal, and acknowledges that developers have argued for expanding the UDB westward to accommodate industrial and commercial projects as a means to preserve sufficient land within the UDB for affordable and workforce housing; however, the Village Commission firmly believes that such housing objectives are best achieved through strategies within the existing UDB, including infill development, redevelopment, zoning reforms, and infrastructure-efficient growth, rather than by encroaching upon environmentally sensitive lands; and

WHEREAS, protecting upstream lands and water systems is directly tied to the long-term environmental, economic, and public-health interests of North Bay Village as a downstream coastal city; and

WHEREAS, the Village Commission wishes to express its support for the Applications; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Support. That the Village Commission hereby affirms its support for the preservation of the Miami-Dade Urban Development Boundary ("UDB") as it currently exists to protect downstream water resources, including the Biscayne Aquifer, regional groundwater supplies, and connected coastal waters, as well as the Everglades, wetlands, and agricultural lands; urges the Miami-Dade County Board of County Commissioners to uphold County Mayor Daniella Levine Cava's veto of the proposed development outside the UDB; urges the Florida State Legislature to oppose any legislation that would weaken the UDB in the Miami-Dade County Charter; encourages the advancement of attainable and workforce housing within the UDB to address housing affordability without expanding development into environmentally sensitive lands; designates the preservation of the UDB as a State legislative priority for the North Bay Village.

Section 3. Transmittal. That the Village Clerk is directed to transmit a copy of this Resolution to the Miami-Dade County Mayor, each member of the Miami-Dade County Board of County Commissioners, the Speaker of the Florida House of Representatives, the President of the Florida Senate, the Miami-Dade State Legislative Delegation, all other municipalities within Miami-Dade County, and the Village's state legislative lobbyists.

Section 4. **Effective Date**. That this Resolution shall be effective immediately adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this __ day of February, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Richard Chervony

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING ENHANCED ENFORCEMENT OF FEDERAL SANCTIONS RELATED TO CUBA; SUPPORTING STATE LEGISLATION REQUIRING PROOF OF AUTHORIZATION FROM THE OFFICE OF FOREIGN ASSETS CONTROL FOR BUSINESSES SUBJECT TO FEDERAL SANCTIONS PROGRAMS; SUPPORTING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE MIAMI-DADE COUNTY TAX COLLECTOR'S EFFORTS TO ADDRESS BUSINESSES ENGAGING IN UNLAWFUL COMMERCE WITH CUBA; SUPPORTING STATE EFFORTS IN SENATE BILL 1176 AND HOUSE BILL 1397; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. - SPONSORED BY COMMISSIONER RICHARD CHERVONY**

RECOMMENDATION

It is recommended that the Village Commission support the proposed Resolution as it relates to businesses engaging in unlawful commerce with Cuba.

BACKGROUND AND ANALYSIS

The proposed Resolution is introduced by Commissioner Richard Chervony to support State legislation requiring proof of authorization from the Office of Foreign Assets Control for businesses subject to Federal Sanctions programs.

This Resolution offers the Village's support for coordinated enforcement efforts, enhanced compliance, and transparency regarding businesses operating within the Village that may be subject to federal sanctions programs. In October 2025, the Miami-Dade Tax Collector initiated a formal enforcement process targeting businesses suspected of engaging in commerce with Cuba in violation of applicable law, resulting in the revocation of Local Business Tax Receipts pursuant to Section 205.0532, Florida Statutes, and Section A-175.1 of

the Miami-Dade County Code.

To-date the Miami-Dade County Tax Collector has revoked the Local Business Tax of multiple businesses throughout Miami-Dade County, in accordance with Section 205.0532, Florida Statutes and Section A-175.1 of the Miami-Dade County Code.

The Resolution directs Village Staff, in particular the Village's Finance Department to coordinate with the office of the Miami-Dade Tax Collector to ensure that any businesses identified by the Tax Collector to be operating without appropriate authorization in the Village are appropriately addressed with proper enforcement as necessary.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Unauthorized Business With Cuba.DOCX

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING ENHANCED ENFORCEMENT OF FEDERAL SANCTIONS RELATED TO CUBA; SUPPORTING STATE LEGISLATION REQUIRING PROOF OF AUTHORIZATION FROM THE OFFICE OF FOREIGN ASSETS CONTROL FOR BUSINESSES SUBJECT TO FEDERAL SANCTIONS PROGRAMS; SUPPORTING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE MIAMI-DADE COUNTY TAX COLLECTOR'S EFFORTS TO ADDRESS BUSINESSES ENGAGING IN UNLAWFUL COMMERCE WITH CUBA; SUPPORTING STATE EFFORTS IN SENATE BILL 1176 AND HOUSE BILL 1397; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County is home to the largest Cuban exile community in the United States and serves as a major gateway for Cuba-related financial, shipping, and export activities; and

WHEREAS, in recent history, the Cuban government has engaged in actions that raise serious national security and humanitarian concerns, including conduct associated with terrorism or support thereof; and

WHEREAS, accordingly, federal general licenses and export authorizations related to Cuba have a direct impact on Miami-Dade County residents, businesses and public safety; and

WHEREAS, federal sanctions programs administered by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC") and the United States Department of Commerce's Bureau of Industry and Security ("BIS") regulate transactions, exports, and services involving Cuba; and

WHEREAS, upon taking office on January 20, 2025, President Donald J. Trump exercised executive authority to rescind prior executive actions easing sanctions on Cuba, restore a stricter enforcement posture, reaffirm Cuba's designation as a state sponsor of terrorism, and revive enhanced restrictions on engagement with regime-affiliated entities; and

WHEREAS, notwithstanding these actions, enforcement gaps, gaps in oversight,

and the infrequency of audits may allow unauthorized or unlawful transactions to occur under general licenses, potentially benefitting entities affiliated with the Cuban government; and

WHEREAS, in October 2025, the Miami-Dade Tax collector initiated a formal enforcement process targeting businesses suspected of engaging in commerce with Cuba in violation of applicable law, resulting in the revocation of Local Business Tax Receipts pursuant to Section 205.0532, Florida Statutes, and Section A-175.1 of the Miami-Dade County Code; and

WHEREAS, the North Bay Village (the "Village") Commission supports strong compliance with federal sanctions programs and lawful business practices within its jurisdiction; and

WHEREAS, on January 6, 2026, Senator Ana Maria Rodriguez (R—Doral) filed Senate Bill 1176 for consideration during the 2026 Florida Legislative Session, and on January 9, 2026, Representative Alex Rizo (R—Hialeah) filed House Bill 1397 as its companion, which would require applicants for local business tax receipt, or renewal thereof, who conduct transactions subject to federal sanctions programs administered by OFAC, to provide proof of an active license or authorization from OFAC before such local receipt may be issued; and

WHEREAS, the Village desires to support coordinated enforcement efforts, enhanced compliance, and transparency regarding businesses operating within the Village that may be subject to federal sanctions programs; and

WHEREAS, to-date the Miami-Dade County Tax Collector has revoked the Local Business Tax of multiple businesses throughout Miami-Dade County, in accordance with Section 205.0532, Florida Statutes and Section A-175.1 of the Miami-Dade County Code; and

WHEREAS, the Village Commission directs Village Staff, in particular the Village's Finance Department to coordinate with the office of the Miami-Dade Tax Collector to ensure that any businesses identified by the Tax Collector to be operating without appropriate authorization in the Village are appropriately addressed with proper enforcement as necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION

OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Support For Enforcement Efforts. That the Village Commission hereby directs Village staff to coordinate with the Miami-Dade County Tax Collector to address any businesses in the Village engaging in illegal commerce with Cuba.

Section 3. Support for Miami-Dade Board of County Commissioners and Tax Collector's Office. That the Village Commission offers its support to the Miami-Dade Board of County Commissioners and Miami-Dade County Tax Collector's Office in its ongoing enforcement and encourages continued intergovernmental coordination to ensure compliance with federal and state law.

Section 4. Support for State Legislation. That the Village Commission hereby expresses its support for Senate Bill 1176, House Bill 1397, and any similar legislation that enhances oversight, compliance, and enforcement of federal sanctions programs related to Cuba.

Section 5. Effective Date. That this Resolution shall be effective immediately adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this _____ day of _____ 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Jenice Rosado, Human Resources Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH ARTS FOR LEARNING/MIAMI, INC. FOR SPRING AND SUMMER PROGRAMMING FOR VISUAL ARTS, MUSIC, DANCE, AND THEATRE IN AN AMOUNT NOT TO EXCEED $10,060.00; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to enter into a Professional Service Agreement with Arts 4 Learning for the Spring & Summer Arts Program to serve Village Residents.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to authorize the Village Manager to enter into a Professional Service Agreement with Arts 4 Learning for the Spring and Summer Program for the Treasure Island Elementary School students.

In recent years, the Village has partnered with Arts 4 Learning (A4L) to provide spring and summer camp programming without a formal professional services agreement. In an effort to formalize Village contracts for services, the Village would like to enter into a standard professional services agreement for continued services with A4l. The A4L spring and summer programs operate at Treasure Island Elementary School and prioritize service for Village Residents with second priority provided to TIES students. The Children's Trust grant partially funds a portion of the A4L summer program. A4L programming combined with programming provided by the YMCA adequately meets the needs of Village residents.

Proposed Classes:

Spring 2026:
Requested discipline is Visual Arts*
* 2 groups
* 2 after-school classes per week per group, 11 weeks
* Up to 44 total classes (22 classes per group)
* 1 Culminating Event

Summer 2026:
Requested disciplines are Visual Arts, Music, Dance, & Theatre*
* 3 groups, 4 classes per day per group, 28 days
* Up to 30 classes (74 maximum between Spring & Summer)

After-School &/or Summer classes are 45 to 60 minutes in length.

Given the Village's continued satisfaction with the quality of services provided and the need for these services, the Village allocated $11,000 in the current fiscal year budget to fund programming with A4L. The term of this Agreement shall be from the Effective Date through September 30, 2026. The Village Manager may renew this Agreement for three (3) additional one-year periods

It is recommended that the Village Commission authorize the Village Manager to enter into a professional services agreement with Arts 4 Learning for the continuation of these services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name:
GL Line-Item Number: 001.72.572.3167
Total Budget Allocated: $11,000
Encumbered Amount: $0
Remaining Balance: $10,600

Total cost of Spring and Partial funding for Summer Program is $10,060.00
(A portion of the Summer Program is also funded by a Children's Trust Grant)

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution PSA - Arts for Learning.DOCX
Exhibit A-PSA - Arts for Learning.DOCX
Proposal Art 4 Learning .pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH ARTS FOR LEARNING/MIAMI, INC. FOR SPRING AND SUMMER PROGRAMMING FOR VISUAL ARTS, MUSIC, DANCE, AND THEATRE IN AN AMOUNT NOT TO EXCEED $10,060.00; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") wishes to provide spring and summer programming focused on art, music, dance, and theatre at Treasure Island Elementary School ("TIES") to benefit Village residents and TIES students (the "Services"); and

WHEREAS, Arts for Learning/Miami, Inc. (the "Provider") is an arts-in-education nonprofit organization dedicated to advancing teaching and learning through the arts and community cultural resources; and

WHEREAS, through a partnership with the Miami-Dade County Department of Cultural Affairs and Miami-Dade County Public Schools**,** the Provider serves as a resource to any school or community learning center committed to using the arts to improve teaching and learning in Miami-Dade County; and

WHEREAS, the Village has previously engaged the Provider to deliver arts programming and desires to continue such services for Fiscal Year 2026 spring and summer programming based on the Provider's experience, qualifications, and familiarity with TIES and the Village; and

WHEREAS, Section 36.25(L) of the Village Code of Ordinances provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, given that the Provider offers specialized arts-in-education programming through an established countywide network and school partnerships, and considering the need for continuity of programming, existing coordination with TIES, and the time-sensitive nature of spring and summer program scheduling, the Village

Commission finds that the process of competitive bidding and proposals for the Services is not in the best interest of the Village; and

WHEREAS, pursuant to the recommendation of Village staff, the Village Commission desires to approve an agreement with the Provider for the Services, waive the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code, and authorize the Village Manager to execute an agreement with the Provider in an amount not to exceed $10,060.00 through September 30, 2026; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Agreement with the Provider for the Services in substantially the form attached as Exhibit "A."

Section 3. Waiver. That the Village Commission hereby waives the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code as competitive bidding for the Services is not in the best interest of the Village.

Section 4. Authorization. That the Village Commission authorizes the Village Manager to execute the Agreement with the Provider in an amount not to exceed $10,060 through September 30, 2026, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this _____ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

ARTS FOR LEARNING/MIAMI, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2026 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **ARTS FOR LEARNING/MIAMI, INC.**, a Florida not for profit corporation (hereinafter, the "Consultant").

WHEREAS, the Village desires to provide recreational opportunities to Village residents and Treasure Island Elementary School ("TIES") students in the form of artistic instruction; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in Exhibit "A", attached hereto (the "Services"); and

WHEREAS, the Village and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Consultant agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Services").

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through September 30, 2026, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A."

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the

Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall

include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. Furthermore, the prevailing party shall be entitled to attorneys' fees and

costs incurred in establishing the reasonableness of the fees and costs to be awarded.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall

destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

17. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

    24.1. Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

    24.2. Scrutinized Companies. Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

    24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit:

https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

24.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Non-Exclusive Agreement. The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. Most Favored Nation. If during the term of this Agreement, Consultant enters into an agreement with another municipality or county ("Other Governmental Entity"), the terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Consultant shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Consultant shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

28. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

29. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background checks in accordance with Level II background screening standards under Florida Statutes, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☒.

30. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

    30.1. First Priority: Base Agreement;

    30.2. Second Priority: Exhibit A – Scope of Services.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

ARTS FOR LEARNING/MIAMI, INC.

By: _____

Name: _____

Title: _____

Entity: _____

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:
ARTS FOR LEARNING/MIAMI, INC.
Attn: Sheila Womble, CEO
101 Grand Avenue
Miami, FL 33133
305-576-1212 (telephone)
sidra@A4Lmiami.org (email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____
Witness #1 Print Name: _____ Print Name: _____
Title: _____
_____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

Title: _____

_____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal dated January 12, 2026, attached hereto and incorporated herein by reference.

QUOTE

CUSTOMER

NAME : North Bay Village
Jenice Rosado
ADDRESS :
CITY : State Zip
EMAIL : JRosado@nbvillage.com

MISC.

QUOTE DATE : 1/12/2026
QUOTE ID : SPRSMR2026-TIES74

VALID THROUGH : 8/1/2026

DESCRIPTION	QTY	UNIT PRICE	TOTAL
2026 AFTER-SCHOOL & SUMMER ARTS CLASSES AT TREASURE ISLAND ES			
Spring 2026:			
Requested discipline is Visual Arts*			
2 groups			
2 after-school classes per week per group, 11 weeks			
Up to 44 total classes (22 classes per group)	44	$ 140.00	$ 6,160.00
1 Culminating Event	1	$ 600.00	$ 600.00
Summer 2026:			
Requested disciplines are Visual Arts, Music, Dance, & Theatre*			
3 groups, 4 classes per day per group, 28 days			
Up to 30 classes (74 maximum between Spring & Summer)	30	$ 140.00	$ 4,200.00
***Remaining 306 classes provided in-kind by Arts for Learning through matching funds			$ -

NOTES:

*Artistic discipline requests will be accommodated pending artist availability.
Quote is based on details provided. Changes to details (number of groups, frequency, duration, etc.) will affect unit price.
All high quality arts instruction classes are delivered by a professional teaching artist.
After-School &/or Summer classes are 45 to 60 minutes in length.
****NOTE: Minimum 2 classes across all groups per day per teaching artist is preferred.**
Program supplies are included in quote.
Co-facilitator must be provided. **If co-facilitator is not provided, price increases by $45 per class.**
Recommended group size = 15-25 participants. **Maximum 30 participants.**
****NOTE: Groups with more than 30 participants will be divided into 2 groups.**
Cancellation by site requires 2 business days advance notice; otherwise classes for the day cancelled will be billed. Only sessions delivered or cancelled with less than 2 business days notice will be billed.
11-week Spring program to occur between February 23, 2026 & May 29, 2026, exact dates TBD.
6-week Summer program to occur between June 8, 2026 and July 31, 2026, exact dates TBD.
*****Estimated value of full summer program provided in-kind by A4L through matching funds = $114,500.**

SUBTOTAL		$ 10,960.00
TAX RATE(S)		N/A
TOTAL		$ 10,960.00

PAYMENT : OTHER Direct Deposit preferred

PAYABLE TO : Arts for Learning/Miami, Inc.
MAIL TO : 101 Grand Ave
Miami, FL 33133
PHONE : (305) 576-1212
EMAIL : sidra@A4Lmiami.org

THANK YOU!
ARTS FOR LEARNING EIN : 65-1141598

To accept this quotation, please sign & date below and return via email to sidra@A4Lmiami.org:

Signature:_____ **Date:** _____

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF MICROSOFT OFFICE 365 GCC LICENSES AND MICROSOFT 365 COPILOT GCC LICENSES FROM SHI INTERNATIONAL CORP. IN AN AMOUNT NOT TO EXCEED $90,945.00 FOR THREE YEARS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed Resolution and authorize the Village to proceed with the purchase of the Microsoft Office Licenses.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to purchase 105 government subscriptions of Microsoft Office 365 and 10 Microsoft 365 Copilot Licenses via SHI International Corp. Microsoft has created the Office 365 US Government plan to provide high-level security for public agencies. The Government Community Cloud (GCC) stores content in Microsoft's government data center servers that are physically located in the U.S. and segregated from Office 365 Commercial Business services.

Office 365 Government G3 provides the following:

* Access to: Word, Excel, PowerPoint, OneNote, Outlook, Publisher, Access, Exchange, and SharePoint.
* Business email, calendar, and contacts with up to 100GB mailbox size
* Online meetings, instant messaging, and high-definition video conferencing with Microsoft Teams.

* Enterprise management of apps with Group Policy.
* Compliance and information protection hold, rights management, and data loss prevention.
* Geo-redundancy disaster recovery capabilities.
* eDiscovery tools

The Village intends to transition to a new vendor/ reseller to procure Microsoft licenses through SHI International Corporation, utilizing a piggyback contract with Sourcewell. The current vendor has been unresponsive to the Village's requests and has failed to ensure timely renewal of the licenses, resulting in lapses and expirations.

§36.25J of the Village Code provides for "Piggy back" purchases.
A contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency. Suppliers or contractors within the State of Florida shall be considered first.

It is recommended that the Village Commission approve the proposed resolution authorizing the Village to enter into a contract to purchase Microsoft Office 365 from SHI International Corp, with a three-year price guarantee in the amount of $90,945, subject to budgeted funds for future fiscal years.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Contract Services-Data Processing
GL Line-Item Number: 001-16-516-3131
Total Budget Allocated: $61,120 Divided into multiple Departments
Encumbered Amount: 0
Requested Amount: $30,315.00
Remaining Balance: $30,805

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Microsoft Licenses.DOCX
Exhibit A-SHI Quote -BudgetaryNetNewEA-May start.pdf
SHI Contract 121923- Sourceswell.pdf
Software Value Added Reseller SHI Florida.pdf
SHI Transfer Request Forms_Redacted.pdf
Modern-Work-Plan-Comparison-GCC-High.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF MICROSOFT OFFICE 365 GCC LICENSES AND MICROSOFT 365 COPILOT GCC LICENSES FROM SHI INTERNATIONAL CORP. IN AN AMOUNT NOT TO EXCEED $90,945.00 FOR THREE YEARS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to obtain Microsoft Office 365 GCC licenses and Microsoft 365 Copilot licenses for the Village's departments (the "Licenses"); and

WHEREAS, the Village has reviewed state cooperative purchasing contract options offered through Sourcewell, a State of Minnesota local government unit and service cooperative, which issued Request for Proposals No. 121923 (the "RFP") for the Licenses and competitively awarded Contract No. 121923-SHI (the "Sourcewell Contract") to SHI International Corp. (the "Vendor") pursuant to the RFP, which contract is dated February 6, 2024; and

WHEREAS, the Vendor provided a quote, attached hereto as Exhibit "A" (the "Quote"), for the purchase of the Licenses in the amount of $30,315.00 per year for a total amount not to exceed $90,945.00 for three years; and

WHEREAS, Section 36.25(J) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, pursuant to Section 36.25(J) of the Village Code, the Village Commission desires to approve the purchase of the Licenses from the Vendor in an amount not to exceed $90,945.00 for three years and an amount not to exceed budgeted funds for future years, consistent with the Quote attached hereto as Exhibit "A," and authorize the Village Manager to enter into an agreement with the Vendor for the Licenses based on the terms and conditions of the Sourcewell Contract; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the purchase of the Licenses from the Vendor consistent with the terms and conditions of the Quote and the Sourcewell Contract attached hereto as Exhibits "A" and "B," respectively, in an amount not to exceed $90,945.00 for three years and an amount not to exceed budgeted funds for future years.

Section 3. Authorization. That the Village Commission authorizes the Village Manager to negotiate and execute an agreement with the Vendor, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Commission hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld _____
Commissioner Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Doris Acosta _____

PASSED AND ADOPTED on this 17th day of February, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Item #	Manufacturer	Part #	Product	Contract Name	Contract #	Coverage Start	Coverage End	Quantity	Your Price	Total	Note
1	Microsoft	AAA-11894	O365 G3 GCC Sub Per User	Sourcewell- Technology Products & Solutions	121923-SHI	May-01-2026	Apr-30-2027	105	$253.00	$26,565.00	Net New EA - Year 1 of 3 - Budgetary - See Payment Schedule Below
2	Microsoft	EP2-24658	M365 Copilot GCC Sub Add-on	Sourcewell- Technology Products & Solutions	121923-SHI	May-01-2026	Apr-30-2027	10	$375.00	$3,750.00	Net New EA - Year 1 of 3 - Budgetary - See Payment Schedule Below
									Subtotal	$30,315.00	
									***Tax**	$0.00	*Tax is estimated. Invoice will include the full and final tax due.
									Total	$30,315.00	

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Payment Schedule:
Year 1 -5/1/2026-4/30/2027: $30,315.00
Year 2 -5/1/2027-4/30/2028: $30,315.00
Year 3 - 5/1/2028-4/30/2029: $30,315.00
Total: $90,945.00

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Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (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 Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

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.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

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. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach 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.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

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.

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3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days 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 Partcipating 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 subject to the Supplier's Return Policy.

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.

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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;
- 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

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

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

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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:

- 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, performance issues, 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;

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- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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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 Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

E. CONTRACT COMPLETE. This Contract 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 the Supplier's negligence, willful misconduct, or violation of law, in the course of their 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 under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

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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, Sourcewell may terminate Contract as stated herein.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. 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:

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$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 liability-completed operations
$2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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

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

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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 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 Services are sold.

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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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.

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

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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 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

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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 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 cannot 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 a Participating Entity and is not subject to any obligations or

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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.

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.

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Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 3/20/2024 | 10:15 AM CDT

SHI International Corp.

By: DocuSigned by: Kristina Mann EA418E789F09404...

Kristina Mann

Title: Sr. Manager Contracts

Date: 3/20/2024 | 11:14 AM EDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	SHI International Corp.
Does your company conduct business under any other name? If yes, please state:	New Jersey
Address:	290 Davidson Ave. Somerset, New Jersey 08873
Contact:	Tory Pubylski
Email:	victoria_pubylski@shi.com
Phone:	512-983-6502
Fax:	512-983-6502
HST#:	22-3009648

Submission Details

Created On:	Tuesday October 31, 2023 09:50:21
Submitted On:	Tuesday December 19, 2023 15:26:51
Submitted By:	Tory Pubylski
Email:	victoria_pubylski@shi.com
Transaction #:	bca2ca3b-8372-44f0-8925-989cf0fc15f1
Submitter's IP Address:	161.69.54.14

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")	SHI International Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	SHI Canada ULC is a subsidiary. SHI Government Solutions is not a subsidiary but is affiliated through common ownership and will be an authorized reseller, if awarded, on the contract.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HTF0	*
5	Proposer Physical Address:	290 Davidson Ave. Somerset, NJ 08873	*
6	Proposer website address (or addresses):	www.shi.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maya Lynch Proposal Specialist 290 Davidson Ave. Somerset, NJ 08873 Maya_Lynch@shi.com 732-754-1554 Kristina Mann Sr. Manager Contracts 290 Davidson Ave. Somerset, NJ 08873 Kristina_Mann@shi.com 732-564-8536	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Pubylski Capture and Business Development Manager 290 Davidson Ave. Somerset, NJ 08873 Victoria_Pubylski@shi.com 512-983-6502	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aimee Ballenger Sr. Director Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Aimee_Ballenger@shi.com 678-708-3906 Amelia Jakubczyk Director of SLED Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Amelia_Jakubczyk@shi.com 303-882-8012	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SHI International Corp (SHI) started as a regional, software-only reseller in 1989. Co-founder Thai Lee has served as SHI's only President and CEO. Under her leadership, SHI has organically grown into one of the largest, privately held, global technology solutions providers in the world—while maintaining the agility and friendliness of a small business. Headquartered in Somerset, NJ, SHI is the largest woman and minority owned business in the United States with major operations centers in Austin, TX, Milton Keynes, UK, and a growing local presence around the world. SHI employs more than 6,000 employees split into strategic business units who uphold SHI's mission statement: "We are passionate about delivering exceptional value and experience as we help customers select, deploy, and manage technology." SHI's sales teams are allocated to support International, Global, Strategic, Commercial, Enterprise and Public Sector. Today, over 17,000 corporate, enterprise, government, and academic organizations rely on SHI to support their transformation, collaboration, security, and optimization needs. Few companies experience the longevity SHI has experienced. In fact, SHI's first customer is still with us today. From the beginning, SHI has focused on innovation, expanding our technology offerings, and professional services. Starting solely as a software reseller, SHI now offers full IT solutions, ranging from software and hardware to cloud migration and strategic planning. SHI has always brought leading edge technology to our customers: from bringing drop-shipping innovation to the IT channel in 1991 to delivering high-value consulting and professional services to help organizations achieve business agility. We work closely with the top manufacturers and participate in several advisory boards to ensure we are aware of new technologies and shifts in technology and that we are transferring that knowledge not only to our customers but also using it to influence how we run our business. There is a lot to consider when seeking a partner who can help address Sourcewell members' various technology needs. Ability and experience are vital elements in your decision, but you also want a company built on solid principles and values. That is why our business philosophy focuses on one key concept: Being helpful. * It is an easy claim to make, but at SHI, being helpful goes beyond a simple marketing strategy—it is a core consideration in everything we do. We continuously look for opportunities beyond the contract, including: • Coordinated expertise and insight to help you find success • Value-added support that exceeds established obligations • Targeted assistance addressing inefficiencies and obstacles, so you can focus on critical priorities To further demonstrate our commitment, we look toward SHI's core values, which drive our operations and promote a healthy, helpful business culture. We have listed our 10 core values below. With dedication to these values, as well as SHI's focus on remaining uniquely helpful, we can deliver on the trust you place in us. SHI Core Values: • Build a culture of diversity, equality, and inclusion • Be accountable and act with integrity • Seek understanding to support sincerely • Embrace change, collaborate and innovate • Show initiative and execute efficiently • Be resourceful and cost conscious • Adapt, persevere and succeed • Learn, grow and teach • Strive for wellness to achieve balance • Be bold, be fun, behave and be you Our goal is to foster a long-term, mutually beneficial relationships with our customers and partners, and we are committed to a collaborative process that is customer centered so that your members can make their IT solution purchases confidently. Through providing Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement, we believe SHI is the ideal partner to support Sourcewell's contract requirements.
11	What are your company's expectations in the event of an award?	SHI is excited to continue our collaboration with Sourcewell and its members! We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract, supporting Sourcewell's existing members and educating eligible contract users. Throughout our current contract, Sourcewell has been supported by a dedicated account management structure that has provided both Sourcewell and its members

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubylski, Field Account Executives, Inside Account Executives, and sales leadership, as well as expert support from our technology specialists. Our dedicated sales teams are well-informed on how to use the Sourcewell contract and will continue to promote this contract to ensure both the Sourcewell Cooperative and its members benefit from our relationship.

Given that we are already familiar with Sourcewell and your members we expect there to be a seamless transition to a new awarded contract. We will maintain and grow our successful partnership with Sourcewell, beginning with our immediate actions upon award which include:

1. Supporting and advocating our Sourcewell partnership. Each team member from every Public Sector vertical supports our partnership with Sourcewell and will continue to advocate for the contract with passion and vigor. Our public sector sales force has successfully grown our Sourcewell contract year over year since our initial award in 2019, including an incredible 100 percent growth in the second full year of our contract. Given our position in the public sector market, our expanding sales force, and our passion for advocating the benefits of the Sourcewell contract to new customers, we are confident that we can continue to amplify Sourcewell's reach in terms of the number of distinct members who use this contract and revenue achieved.

2. Develop additional marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Capture and Business Development Team, dedicated to the Public Sector Business Unit at SHI, to notify existing customers and continue to prospect new customers to detail our partnership.

3. Provide training and updates to our entire Public Sector sales and sales support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its members.

4. Connect with current Sourcewell members and listen to members' needs and feedback. Our check-in will ensure that each member's dedicated Account Team is familiar with and accessible to them, in addition to educating members on our value. We will work with each member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like).

5. Finally, we will create a dedicated Sourcewell online catalog that displays the contracted pricing and contract page on our website that will include the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, and a link to Sourcewell's website.

We recognize why cooperative contract usage is rising and realize the value of having strategic partners in this space. SHI distinguishes itself from comparable organizations by choosing to partner closely with a select number of cooperative partners, ensuring we offer proactive support rather than stretching ourselves across countless partnerships. To bolster support for our larger contract users, and sales organization, we have established a Capture and Strategy team. This team is tasked with educating our customers and sales team about our available contracts and serving as a primary resource for significant contract holders like Sourcewell.

Your dedicated SHI Capture and Business Development Manager will regularly meet with the assigned Sourcewell Supplier Development Administrator to ensure contract success for both SHI and all Sourcewell customers. These meetings will include updates or changes impacting the contract, a review of contract highlights (like spending, new customers, and new vendors), discussion of any contract concerns, identification of areas for improvement, and sharing our strategies for promoting the contract. We aim to maintain open lines of communication throughout.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership and sales teams directly to execute these steps.

Primary contacts for Sourcewell include:

1. Tory Pubylski
Capture & Business Development Manager
Victoria_Pubylski@shi.com

2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com If chosen to partner with Sourcewell, we'll bring fresh and innovative perspectives to your members and anticipate a seamless transition. We pledge to provide personal support for Sourcewell and your members, with devoted Capture and Strategy team members, taking the lead. We will remain flexible and agile in our approach to optimize Sourcewell members' contract user experience.	
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 6,000 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain more than 30 global offices in North America, EMEA, and APAC. In addition to our global offices, our properties include an integration center, solution lab, and executive briefing center, which are located at our headquarters in New Jersey. In 2022, SHI reached $14 billion in revenue and set the stage for continued exponential growth. This growth stems from a laser focus on customer service, dedicated and tenured leadership, committed AEs (who live and work in the communities they serve), and a broad spectrum of customers and partners. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with our values and needs. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. We have also made significant investments in hiring more resources—the people with whom Sourcewell engages. Our financial strength and stability are predicated on our staunch affiliations within our communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth Financial Stability: • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure SHI's Dun & Bradstreet number is 61-142-9481 and we have a 5A3 rating. A copy of our most recent report is attached to this proposal. Additional details may be provided upon request.	*
13	What is your US market share for the solutions that you are proposing?	We offer our complete catalog of products and services to our customers. Providing a vendor-neutral approach to help customers find the right technology that meets every requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services. Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market. SHI Overall Product Mix • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. Market Share Indicators for Software SHI is considered the leading reseller partner for many top software publishers such as Microsoft, Adobe, and Trellix (McAfee). Estimating our revenue with these partners, as representative of their partner sales, we would put our share at approximately 20-25%. This would not include sales these software publishers conduct directly with the end customer. Market Share Indicators for Hardware Original Equipment Manufacturer (OEM) direct sales to the end customer typically represent a larger percentage of the business. As a result, our overall market share is lower, but SHI is one of the largest hardware resellers in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian IT addressable market for resellers is approximately $100 billion. The largest partner in Canada owns 1%; SHI's share of the market is 0.25%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is an Information Technology Value-Added Reseller (VAR), which offers a complete solution to information technology by providing multi-vendor hardware and software along with other vital services. SHI has vast experience and established vendor partnerships that enable it to bring excellent value to Sourcewell and its members. With a diverse partner ecosystem that supports over 15,000 unique publishers and manufacturers, all the leading manufacturers include SHI as an authorized partner. SHI is authorized to sell hundreds to thousands of brands and products in the scope of this contract. We have included a sample list of authorizations in response to question number 81, and specific OEM or software publisher authorizations can be provided upon request. Our endeavors naturally resonate with Sourcewell's mission of serving as a 'force multiplier' for its members. This synchronicity is not merely coincidental but a testament to our shared values and common goals. Our expansive network of manufacturer relationships is a direct testament to this alignment. Yet, we understand to truly amplify our impact, we must cater to a diverse range of needs which is why we have forged partnerships with a considerable number of smaller distribution partners in addition to our long-term relationships with the larger distributors. This strategic approach not only diversifies our product and service offerings but also exponentially increases our capacity to deliver value. SHI has been dedicated to the Public Sector business for the last twenty years, creating solutions that are tailored to the specific needs of State, Local, and Education customers across North America. Therefore, Sourcewell can feel confident that its members will benefit from SHI's collaboration with each Sourcewell member to deliver solutions that are specific to their unique needs. SHI does not have a dealer network. All business will be supported directly through SHI's sales force in the U.S, SHI Canada in the north, SHI Government Solutions in the State of Texas.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the scope of this Sourcewell contract. Our teams stay current with licenses and certifications; in most cases, we have the highest available certifications. We have included a representative sample of manufacturers and the number of certifications held, and specific certification details for individual publishers can be provided upon request. Acronis – 5 Certifications Adobe – 7 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications Blue Coast Systems - 3 Certifications Bluebeam – 7 Certifications Bomgar – 3 Certifications Business Objects – 11 Certifications CA – 34 Certifications Check Point – 12 Certifications Cisco – 44 Certifications Citrix – 88 Certifications Commvault – 67 Certifications Compellent – 5 Certifications CompTIA – 35 Certifications CradlePoint – 2 Certifications DataCore – 1 Certifications Dell/EMC – 136 Certifications D-Link- 4 Certifications Domino – 1 Certifications Emulex – 1 Certifications ESET – 3 Certifications Exin – 2 Certifications F5 – 8 Certifications HDS (Hitachi Data Systems) – 4 Certifications HP – 201 Certifications HPE – 327 Certifications IBM – 174 Certifications IBM hardware – 11 Certifications Imation/Nexsan – 4 Certifications ISC2 – 10 Certifications ITIL – 5 Certifications	*

		Ixia – 3 Certifications Juniper – 28 Certifications Ivanti - 10 Certifications Lenovo - 26 Certifications LogRhythm - 3 Certifications Mellanox - 2 Certifications Metastorm - 1 Certification Microsoft - 1090 Certifications Motorola - 8 Certifications NetApp - 26 Certifications NetIQ - 6 Certifications Nimble - 7 Certifications Novell - 11 Certifications Nutanix - 7 Certifications Oracle - 340 Certifications Other - 30 Certifications Polycom - 14 Certifications ProCurve - 6 Certifications Proofpoint - 3 Certifications Pure - 5 Certifications Qlogic - 5 Certifications Quantum - 2 Certifications Quest Software - 1 Certification Red Hat - 18 Certifications RSA - 33 Certifications SANS.ORG - 1 Certification ScriptLogic - 2 Certifications Security Horizon - 2 Certifications SimpliVity - 5 Certifications Sonicwall - 2 Certifications Splunk - 6 Certifications Sun Microsystems - 65 Certifications Symantec - 142 Certifications Tegile - 2 Certifications Trellix- 92 Certifications Trend Micro 5 Certifications Veeam 10 Certifications Vision Solutions 1 Certification VMware 30 Certifications Watchguard 1 Certification Websense 18 Certifications For additional certifications, please see the Technical Certifications document in the response portal.	
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	To the best of our knowledge, SHI has not been suspended or disbarred on any contracts like what is being requested by Sourcewell.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SHI is committed to providing world-class support to our clients. Awards and accolades validate the next-level partnership SHI brings to our clients in hardware, software, and services. Our partners, vendors, and clients have generously recognized SHI for its exceptional quality, service, and partnerships. SHI has been recognized as a top partner by OEMs such as Cisco, Dell, HP, Intel, and Microsoft, and as a leader in the industry by organizations such as CRN. Focusing on the employee experience, SHI is a top employer named by such organizations as Forbes and Austin American-Statesman. Our ESG efforts to assist customers in achieving their diversity and sustainability goals have earned awards from customers such as Verizon and Cushman & Wakefield and partners such as HP and Ingram Micro. For additional information about our awards and accolades, please visit SHI.com. 2023 Awards • Cohesity Global Cloud Services Partner of the Year • Forbes' America's Best Midsize Employers • HP US Personal Systems NSP of the Year • NetApp Cloud Partner of the Year • Oracle LAR of the Year, North America, Oracle Linux & Virtualization • SolarWinds North America Transform Partner of the Year	

- SolarWinds North America Breakthrough Award
- SolarWinds North America Excellence in Customer Retention
- SolarWinds North America Excellence in Subscription Sales
- Tenable Information & Systems Management Partner of the Year Awards
- Tenable North America - Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Veritas Top Growth National Business Partner
- VMware Partner Value Award for the Americas Region

2022 Awards
- Austin American-Statesman Top Workplaces
- BeF5 Partner of the Year
- Cisco Americas Security Partner of the Year
- Cisco Security Partner of the Year
- Citrix Partner of the Year – Large Account Provider
- CRN Tech Elite 250
- Cushman & Wakefield – Diverse Vendor of the Year
- EcoVadis Bronze Medal
- Fortinet North American Partner of the Year Award
- Fortinet Partner of the Year
- GoTo Resolve Pro
- Ingram ITAD Partner of the Year
- Juniper Partner of the Year - Americas Theater Overall
- Kong Americas Regional Partner of the Year
- Microsoft Surface Solutions Award
- Palo Alto Networks SASE Partner of the Year
- Pure Storage Americas Most New Customers Partner of the Year
- Rapid 7 North America Cloud Security Partner of the Year
- Rapid7 North America Partner of the Year
- SentinelOne Momentum Partner of the Year
- Symantec Partner of the Year - Identity Management
- Tanium Growth Partner of the Year
- Tenable North America Top Overall Partner & Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Varonis Growth Partner of the Year
- Verizon Partner Network Marketing Excellence Award
- Zoom US & Canada Reseller Partner Award

2021 Awards
- Cohesity Global SaaS Partner of the Year
- CRN UK Women in Channel Awards - Gender Parity Award
- Dell Partner of the Year
- Intel US Channel Partner of the Year
- Lantronix Strategic Edge Partner of the Year, North America
- Microsoft Digital Marketing Partner of the Year
- Microsoft North American Digital Marketing Partner of the Year - Strategic Device Reseller Award
- Microsoft North American Partner of the Year - Windows 10
- Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- Microsoft Top Surface Hub Revenue YoY Growth - Reseller
- Microsoft US (MSUS) Partner Award in Modern Endpoint Management
- Microsoft US Surface Transformation Partner of the Year
- Rapid 7 North America Partner of the Year
- Thales Business Partner of the Year, North America
- Zoom US & Canada Partner of the Year
- Zoom US & Canada Reseller of the Year

2020 Awards
- Austin American-Statesman Top Workplaces
- Commercial Partner of the Year at Cisco Partner Summit Digital – Americas
- Cradlepoint Partner of the Year
- Forbes America's Best Employers For Women
- Fortinet Partner of the Year - US
- Intel US Channel Partner of the Year
- Intel US Partner of the Year - National - Innovation
- JetBrains Partner Awards - World65 bwide Surface Resiliency Partner of The Year
- Microsoft US Device Sales Growth Partner of the Year - Fiscal Year
- NJBIZ Top 25 Women-Owned Businesses
- Nutanix Trail Blazer Award
- Opengear – Elite Partner of the Year
- Panasonic - Rising Star Award
- Pure Storage Partner of the Year
- Samsung Installation of the Year – Mobility
- Tenable's Top Overall Partner of the Year in North America

		• Thales Business Partner of the Year, North America • Veeam Impact Partner Award – Impact Partner of the Year • Veritas Top National Business Partner Overall - Americas • Verizon Supplier Sustainability Award • Vertiv Growth Through Innovation Award 2019 Awards • Adobe Digital Media Worldwide Partner of the Year • Austin American-Statesman Top Workplaces • Cisco Central Commercial Partner of the Year • CRN's Managed Service Provider 500 - Elite 150 Category • Dell Technologies Transformational Partner of the Year • FireMon Ignite Partner Award — Growth Partner of the Year • Forbes Best Employers for Diversity • GMIS International Partner Award Diamond Level • Intel Partner of the Year for Marketing: Training for Results - Sales • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Microsoft US Surface Transformation Reseller of the Year • MSI Outstanding Channel Partner Award • Pure Storage Top Net New Logo Partner of the Year Award • Ranked 10th on CRN's Solution Provider 500 • SOPHOS Cloud Partner of the year • Zoom Partner Innovation Award	
20	What percentage of your sales are to the governmental sector in the past three years	In 2022, the Public Sector accounted for over $3.7 billion of SHI's $14 billion total company revenue. The percentage of company revenue in governmental sales earned over the past five years is: 2022: 18% 2021: 21% 2020: 20%	*
21	What percentage of your sales are to the education sector in the past three years	In 2022, the Public Sector accounted for over $3.7 billion of SHI's $14 billion total company revenue. The percentage of company revenue in education sales earned over the past five years is: 2022: 7% 2021: 9% 2020: 8%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI manages hundreds of contracts for customers in the public sector space. We have provided sales for our top ten revenue contracts for the past three years. In addition to the information provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome National Cooperative • 2020 - $433,524,175.00 • 2021 - $432,367,332.00 • 2022 - $474,912,261.00 National Cooperative • 2020 - $117,246,848.00 • 2021 - $242,276,114.00 • 2022 - $428,741,315.00 National Cooperative • 2020 - $119,276,838.00 • 2021 - $215,559,364.00 • 2022 - $297,216,161.00 National Cooperative • 2020 - $49,516,736.00 • 2021 - $98,356,960.00 • 2022 - $162,616,951.00 National Cooperative • 2020 - $109,667,754.00 • 2021 - $94,519,443.00 • 2022 - $66,158,438.00 National Cooperative • 2020 - $105,605,584.00 • 2021 - $106,272,231.00 • 2022 - $36,249,883.00 National Cooperative • 2020 - $51,110,983.00 • 2021 - $69,945,461.00 • 2022 - $117,824,104.00 State Contract • 2020 - $137,405,364.00 • 2021 - $79,536,085.00 • 2022 - $43,431,618.00 State Contract • 2020 - $79,162,748.00 • 2021 - $77,934,115.00 • 2022 - $54,871,606.00 State Contract • 2020 - $64,141,338.00 • 2021 - $63,818,564.00 • 2022 - $69,121,433.00	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA • 2020 - $19,629,342.02 • 2021 - $13,876,322.68 • 2022 - $6,492,695.32 SHI does not have any SOSA agreements.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
NJ Transit	Renzo Sosa, Director, IT Contracts	973-491-7612 rsosa@njtransit.com	*
University of Georgia	Ryan Dekle, Procurement Specialist	706-542-7113 deeks90@uga.edu	*
NY-Erie 1 BOCES, Western New York Regional Information Center (WNYRIC)	Julie A. Bray, Project Manager	716-923-6512 jbray@e1b.org	*
Fulton County, GA	Anne Wilson, IT Vendor Relationship Manager – Department of Technology	404-612-7294 Anne.Wilson@fultoncountyga.gov	
City of Little Rock, AR	Vitesh Patel, Procurement Manager - Finance Department	501-371-6838 vpatel@littlerock.gov	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	New York - NY	All IT products and services	$8-$32.3M	$ 567,127,119.76	*
Not Required	Government	Louisiana - LA	All IT products and services	$4-$9.2M	$ 216,861,697.19	*
Not Required	Government	Missouri - MO	All IT products and services	$3-$17M	$ 152,833,261.14	*
Not Required	Government	Oregon - OR	All IT products and services	$12-$10.2M	$ 76,774,805.93	*
Not Required	Education	New Jersey - NJ	All IT products and services	$4-$1.5M	$ 36,539,525.56	*

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 *	
26	Sales force.	SHI possesses not only the necessary capabilities but also the needed enthusiasm to cater to the needs of Sourcewell members from across the U.S. and Canada. Our ethos at SHI grows from our team members and they remain our greatest asset. Our sales force provides exceptional customer service and support to Sourcewell members. To remain successful for Sourcewell members, we will stay flexible in our approach and will engage with each member on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our sales structure. In terms of organization, we have retained a small business feel to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. Our Team Structure With a desire to meet the unique needs of our various public sector customers, we have structured our public sector business unit into four divisions, including: • Federal • State and Local Government • Education • Healthcare Sales Leadership SHI recognizes the value and agility that comes from working closely with your selected partner. That's why, to best support our customers, we have split our public	

sector into regions. We have over 250 salespeople who are focused on government, education, and healthcare. SHI's Senior Public Sector Sales Vice President oversees four regional Vice Presidents (VPs)—education west and east, and government west and east, who directly manage the District Managers and Account Executives in their territory. This allows for more flexibility and faster decision-making, so SHI can provide Sourcewell's members with a small business feel.

Public Sector Field Team
The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Our AEs are empowered to make decisions when it comes to customer support, and they have the autonomy to resolve issues as they arise. In addition, District Managers (DM) are engaged with the account teams to provide executive-level support and to meet with customers as needed.
Regular and transparent communication with customers helps us provide tailored support. AEs meet with the Sourcewell member contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide significant value in supporting members' initiatives and will engage the support teams as needed to help meet their goals and objectives. *

Public Sector Inside Team
Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions nationwide and offers personalized attention regardless of organizational size. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish.

Canadian Public Sector Sales
With over 20 years of experience in the Canadian marketplace, SHI maintains several offices and a team of 20 people including directors, managers, field sellers, and sales support including field service executives who provide pre-sales support, solution architecting, and engineering across SHI's full portfolio.
Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is comprised of one District Sales Manager with over 35 years of experience in the Public Sector, three Field Account Executives with up to 24 years of experience and one Business Development Manager with over 10 years of experience in Public Sector. This team is backed by Inside Account Managers who support day-to-day quote requests, returns, and general inquiries. We provide a comprehensive customer support plan to ensure we meet each members' needs as part of our presence in Canada.

We also have six Inside Account Executives who are phone-based sellers covering Canada to augment the field sellers.

And our Canadian presence is growing! We continue to look to expand our field sales presence in the Public Sector in the coming months.

27	Dealer network or other distribution methods.	To support Sourcewell members' need for reliable stock, we have an abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro and TD SYNNEX) as well as smaller, local distributors and manufacturers directly. Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory in the closest proximity to the customer, at the lowest price. Most products are delivered within three to five business days of order placement. We have sourcing specialists on our procurement team who monitor purchase orders with our partner and distributor community to ensure that no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. SHI also maintains two integration centers/warehouses in Piscataway, NJ, which can securely store the Members' inventory for configuration and integration services. The combination of our warehouse/integration centers, as well as our relationships with our major distributors, allow us to provide efficient product delivery across the country. SHI's distribution model reduces time to market and decreases the overhead costs of maintaining additional warehouses, subsequently allowing us to offer our customers an aggressive pricing model. Our major distribution centers are located strategically in: • Fontana, CA • Los Angeles, CA • Ontario, CA • Miami, FL • Atlanta, GA • Suwanee, GA • Chicago, IL • South Bend, IN • Swedesboro, NJ • Jonestown, PA • Memphis, TN • Dallas, TX • Fort Worth, TX SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off this pricing.	*

28	Service force.	To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning. The requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate the adoption of that technology in the customer's environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all Sourcewell members' IT needs. Our services and support resources include: • Field Solutions Engineers: SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions. • Advanced Solutions Group (ASG): This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. They aim to help customers execute their mission and educate end users by getting the right technology to the right people at the right time. These teams are organized into the solution practice groups below: • End-User/UCC • Cloud Design, Adoption, Optimization and Management • Data Center Technologies – Server/Storage/Backup • Networking – Core, Edge, and Transport • Security Solutions • SHI Training: SHI's training team provides on-site, online, or on-demand technical, end-user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands. • Software and Hardware Partner Support Organizations: SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists has the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in evaluating hardware features, sourcing, and obtaining demos. Leveraging the expertise of our established, esteemed, and highly certified service and support teams, SHI aims to continue being a trusted advisor to your members. With our proven 'Select, Deploy, Manage' methodology, we pledge to maintain harmonious collaboration with Sourcewell members. We will oversee each project from inception through successful implementation to completion, identifying potential cost savings at every phase of the project lifecycle and continuing our ongoing contract. Professional Services Delivery SHI provides services in one of three ways: 1. SHI Delivered Services – our internal delivery resources are based in NJ and across the country. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. 2. Partner Delivered Services – SHI can resell partner services. In this case, we rely on employees of that partner or contractors of that partner. 3. Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners. Furthermore, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	SHI International Corp., SHI Canada, and SHI Government Solutions will be responsible for handling all orders submitted by Sourcewell members. SHI also reserves the right to add additional fulfilment partners upon award of a contract in conjunction with Sourcewell member needs. SHI accepts orders via Purchase Order (PO) submitted via email or fax, phone orders may be placed with credit cards and orders can also be processed through shi.com by shopping directly through the catalog or completing a purchase by having an SHI quote published to your specific account. The web catalog will include all products available under the scope of the contract allowing members to acquire the most current products for their needs. Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure it is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the order is placed within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price. Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgment email and can include all information required by the customer. Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate distributor or manufacturer. The orders are sent electronically and confirmed, and all orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point, we will reach out to the end user to discuss options. Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can reach out to their sales team, and they will work with our Accounting Department to resolve it. SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We will accommodate changes at any time. Invoices will be sent only after the products have been delivered. SHI has also worked with Sourcewell to set up a store on the new Buy Sourcewell online platform with punchout options for your members. This is yet another purchasing avenue for Sourcewell members.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically. Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI regional directors are engaged with the account teams to provide executive-level support and to meet with customers as needed. SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service. Below we outline our standard procedures and response times: • Call answered in a timely manner: Sourcewell's calls are directed to your dedicated IAM. In the case your dedicated IAM is helping another customer, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or AE for immediate assistance. • Email and voicemail response: All emails and voicemails are answered or returned within two to four business hours. • Quotes Turnaround: Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer requests within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer. • Process orders within 24 hours of receipt (unless additional information is required). • Order entry accuracy: SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data. • Provide daily updates on any pending requests. • DOA Devices: If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies. • Order received to product shipment: The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc., SHI communicates the expected timeline with the end user who placed the order and follows up consistently until the product is delivered.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Aiming to best support the needs of over 50,000 members, Sourcewell seeks partnerships that deeply understand and are dedicated to serving these diverse groups. Members span various sectors, including state and local government, tribal government, public and private K-12 and Higher Education, public healthcare, and non-profit organizations. Each industry has unique IT needs, requiring an experienced and resourceful solutions provider. With its comprehensive capabilities and dedication, SHI stands ready and eager to serve each of these sectors by providing tailored IT solutions and consistent support. As the incumbent and current partner to Sourcewell and its members, SHI is passionate about this contract and is committed to developing impactful current and future IT solutions for each member. To achieve this, we will deliver the following: • A dedicated Capture and Business Development Manager who focuses on championing this contract internally with our SHI sales teams, joining calls with customers to answer questions about the contract, and connecting resources internally and with Sourcewell as needed. • Knowledgeable staff who have worked with Sourcewell and its members and understand the challenges you face, enabling you to facilitate a better buying vehicle for your members. • A global solutions provider with experience in the public sector who can accommodate a nationwide demand for products and services. • A dedicated partner who can provide consistent, comprehensive solutions, providing high quality, cost effectiveness, and reduction of risk. • A complete catalog of products and services with competitive pricing that supports members no matter where they are in their IT journey. With a dedicated team of sales, technical advisors, and contract specialists available to assist members throughout the nation, SHI is well positioned to be your value-added partner—supporting Sourcewell's vision "to empower community success." SHI is excited about the opportunity to continue working with Sourcewell and your members. Our current contract has been a huge success because of our ability to offer thousands of OEM's and hundreds of different service offerings to your members. Upon award SHI will continue providing the entire breadth of our catalog to your members across the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SHI will enthusiastically provide products and services to Sourcewell members in Canada. Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is detailed more in response to question number 26. Working with the sales team, we have three in-country field solution engineers – one focuses on UCC, one on Data Center, and the other on Security. SHI currently employs four Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all eligible members. With over 250 sales team members supporting across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. Our mission is to instill a comprehensive understanding of the contract, terms, and conditions among our AEs in every region. This knowledge base will equip them with the ability to provide unparalleled support to Sourcewell members. SHI is poised to provide extensive training to educate your members across all geographic areas of a new contract.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We commit to actively marketing and endorsing this contract, ensuring we increase visibility to all Sourcewell members without exception. We will serve all Sourcewell participating entities that our sales teams support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have an Account Executive who lives in Alaska, Marla Thompson, who supports government customers. Pete Kim, who lives in California, is the field government Account Executive for Hawaii. All education customers in Alaska and Hawaii are supported by our Public Sector Inside Account Executives.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are thrilled by the opportunity to continue to promote and market our Sourcewell partnership. We know the vital importance of marketing contracts and reaching all eligible Sourcewell members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract. Throughout our current contract, we have worked diligently to market the Sourcewell contract both internally and externally. The Sourcewell Capture & Business Development Manager, Tory Pubylski, recorded and posted several internal trainings for all sales teams selling on the Sourcewell contract and even recorded a sequence of video trainings with our Supplier Development Administrator in the Sourcewell studios as quick, digestible nuggets telling sales from both the Sourcewell and SHI perspectives how to market and explain the value of the Sourcewell Cooperative contract to customers. These short on-demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential Sourcewell customers alike. Additionally, we had several sales teams attend Sourcewell in-person trainings across the country and our Supplier Development Administrator provided a series of regional webinars with our support to get the right attendees. During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers. Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan. Upon award, we will execute the following steps to begin marketing the new contract: • Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media. • Create co-branded marketing outlining the features of the new contract. • Design a dedicated website on shi.com including the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. (to see the current page visit: https://go.info.shi.com/Sourcewell-Contract-Page.html) • Create internal sales training for new contract compliance, pricing, terms, etc. We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters. SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend. Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. Sourcewell members are welcome to attend these at no additional charge. Custom Events – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024! We include sample marketing materials as part of the supplemental attachments in the response portal and will remain flexible and open to collaboration with Sourcewell upon an award. We provide more detail on our digital marketing media in response to question 37 below.
37	Describe your use of technology and	The digital age has profoundly changed the way we communicate by making it easier and

	digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	more instantaneous, but it has also created a flood of information which makes it that much more difficult for our customers to find trustworthy news sources for their technology information. So much content vies for our limited attention, between smartphones, messaging apps, email, and social media, we can connect and communicate with others from practically anywhere at any time. SHI provides a haven for customers to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums. Webinar Series Sourcewell and its members can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer – from grants and funding to modernizing your network and streamlining multivendor support for IT purchases - our finger is on the pulse of the real challenges facing our customers. Please check out our website for upcoming events and on-demand recordings: https://www.publicsector.shidirect.com/about/events SHI Resource Hub The SHI Resource HUB is home to eBooks and short news articles to keep our customers updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support as well as on emerging trends in technology. Written by SHI's subject matter experts (SMEs) who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. Please visit the SHI HUB website (blog.shi.com) for on-demand articles, eBooks, and podcasts. Social Media In addition to the SHI Resource Hub, SHI is active on social media applications and has dedicated public sector pages to help keep our public sector customers informed. Customers can get up-to-date information on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with Sourcewell, we will create an announcement for LinkedIn for SHI to share with customers and our partner community. We also have podcasts- "We've Got Your Mac" and "Innovation Heroes" are available wherever you listen to podcasts! You can also listen to them by visiting our SHI Resource HUB at blog.shi.com. SHI Sponsorships In addition to our digital marketing via the web and social media directly informing business and IT leaders of the products, services, and solutions we offer, SHI enhances our brand visibility through multi-year partnerships with select college and professional sports associations and brand ambassadors. In the past twelve months, SHI's brand ambassadors and sponsorships alone have generated over thirty billion brand impressions across: • Television and radio • Earned media • Website and e-mailings • Advertising and supporting collateral • Hospitality • Onsite signage Many of these impressions come from SHI's partnership with the Rutgers University Athletic Department. Playing in the NCAA's prestigious (and national) Big Ten conference, the Scarlet Knights football team, and men's and women's lacrosse teams all play in the 52,000-seat SHI Stadium, located five miles from SHI's World Headquarters. With over five hundred of SHI's 2,000 New Jersey-based employees being Rutgers graduates, the alliance between Rutgers and SHI is long-lasting, making this partnership much more than just a marketing sponsorship. As the largest minority woman-owned business in the United States, SHI is proud to be represented by Ladies Professional Golf Association's (LPGA) golfers Allisen Corpuz and Annie Park, and the US Women's National Team/NC Courage Goalkeeper Casey Murphy, who serve as SHI brand ambassadors. All three professional female athletes are also small business owners. SHI's logo appears regularly across the LPGA's digital marketing platforms and onsite event branding and was most visible when Allisen won the first-ever U.S. Women's Open played at Pebble Beach. Allisen's position in the final pairings ensured the SHI logo on her shirt was proudly visible to a live national TV audience for the entire weekend tournament. When she is not busy representing the United States in the World Cup in 2023 (and likely the Paris Summer Olympics in 2024), USWNT goalkeeper Casey Murphy is the face	*

		of SHI's cybersecurity practice. By partnering with Murphy in support of her Casey Murphy Goalkeeper Academies, SHI is able to help Casey inspire young soccer players to take ownership of their own development and build confidence through hands-on instruction from Casey and her crew of teammates and coaches. E-Newsletters SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.	
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI has first-hand experience with the tremendous value that Sourcewell brings to its contract partners. We are thrilled to continue building on our relationship with Sourcewell under a new contract award. We view Sourcewell's role in the promotion of the contract to include: • A dedicated SHI contract landing page on Sourcewell's website. • Continued partnership in creating training for our sales teams. • Regular and open communication with SHI on our performance and ongoings at Sourcewell. • A dedicated Supplier Development Administrator we can contact for questions and assistance. • Collaborative marketing efforts. • Sharing in-person Sourcewell training information so our sales teams can participate. Sourcewell is already a well-known entity within the public sector sales team at SHI. We commit to actively marketing and endorsing this contract, educating our Account Executives on the specifics of this contract with an aim to increase visibility to all Sourcewell members. Our continued concentrated efforts and unparalleled dedication to Sourcewell's will be evident.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalog of products, and its business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information, enabling Sourcewell members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. With thousands of manufacturers represented, product catalogs are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba • Basware/Verian ProcureIT • Birchstreet Systems • Coupa / Coupa Advantage • DSSI • ePlus Procure+ • GEP • GHX (Global Healthcare Exchange) • Hubwoo • IDS • IOS Corp • iPayables • Ivanti • Jaggaer (formerly SciQuest) • Lawson • Oracle / Oracle Supplier Network • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet • Remedy • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • Valua • WorkDay • Yardi • Zycus Our e-commerce specialists can provide training to Sourcewell members authorized to access their customized site, and we will schedule trainings based on the customer's level of access to the site, collaborating with individual members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used –and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow are automated to enforce purchasing rules and minimize errors.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training	SHI offers training and adoption services, including professional development training, to help our customers maximize the value of their technology investments. Our Training and	

	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.	Adoption team takes a holistic training approach, ensuring both IT staff and end users are accounted for. While all steps may not be necessary for each customer scenario, a full training project would typically encompass the following components: • Identify current state and future state requirements with key stakeholders. • Identify change management and communication strategy. • Define the use case. • Identify locations and languages. • Assess gaps and needs for IT and end-users. • Develop scope. • Customize content. • Align training with the deployment schedule. • Launch training pilot. • Live instructor-led training • Power-user training • OnDemand eLearning portal • Application deep dive training • Deskside training support • VIP one-on-one training End-User Training SHI has a multitude of options to meet our customers' training needs. Our certified instructors are enthusiastic about bringing real-world experience to the customer's learning environment. Curriculums may be standard or tailored to the agency, department, or job role to yield a higher return on investment. Customizations can include utilizing the customer's environment, business processes, local language and more. We offer training on-site, online, on-demand, or a blend of these options. Some of our most popular offerings for end-user training are: • M365 • Windows 10/11 • Microsoft Teams • Microsoft Core Apps • WebEx • Google Apps • Security Awareness Technical Training With our manufacturer-certified experts, customers can access dozens of custom on-site, online, and on-demand technical training courses geared toward our customers' organizational programs and software needs. We can support technical training for a variety of manufacturers, which include, but is not limited to: • Amazon • Cisco • Google • Microsoft • VMware • Palo Alto • Meraki • Nutanix • Veeam Professional Development for Business In today's competitive environment for hiring and maintaining quality employees, comprehensive and sound professional development is a necessity. SHI offers dozens of on-site, online, and on-demand professional development classes help employees grow and perform at their best. Topics include, but are not limited to: • Business Analysis • Communication • Leadership • Project Management • Agile • ITIL Professional Development for Educators SHI offers Professional Development for Educators. Our professional learning teams offer trainings on-site, online or on-demand through a subscription model on topics that include, but are not limited to: • Software training for IT staff, faculty, and staff • Hybrid teaching methods • Blended learning • STEM • STEAM • Esports • Pedagogy • SEL (Social and Emotional Learning) • Accelerated Learning Recovery • DEI (Diversity, Equity, and Inclusion)	*	

		• First-Year Teacher Bundle Custom eLearning Development SHI works with customers to develop custom, powerful, engaging, learner-focused eLearning courses and curriculum that meet training goals and deliver measurable results. Our custom development includes, but is not limited to: • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning Please feel free to explore more details and options at https://www.shi.com/solutions/training	
41	Describe any technological advances that your proposed products or services offer.	Our team of experts offer various technological services that can help enhance and advance the use of technology for members. This could range from optimizing existing systems to implementing new, advanced technologies, providing consulting services, or even offering training programs like security awareness training. Articulated below are just a few offerings: Customer Innovation Center (CIC) SHI helps with the technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in. The CIC can provide on-demand and remote access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour! How to use the Virtual Tour: Click here for a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience. SHI Complete The SHI Complete service provides customers with a turnkey solution for modernizing their IT Infrastructure, enabling a remote workforce, enforcing security best practices, and leveraging SHI's Managed Service capabilities to centralize IT Service and Support. SHI Complete can ensure you have the right IT operating model and a strong governance plan around security, services, and management that is structured to meet your business goals. Combining a curated stack of integrated technologies across device management, security, networking, collaboration, and cloud platforms, SHI Complete helps customers establish a secure, resilient, and scalable IT foundation. Onboarding Service SHI Complete employs a personalized approach with respect to managed services to ensure our customers obtain the solution that best fits their business needs and primes them for growth in a Cloud First technology ecosystem. The onboarding services component of our solution includes: • Assessment of the customer IT ecosystem and IT business objectives. • Site Surveys of physical locations, network mapping, and application use cases, as needed. • Creation of a Zero Touch device deployment capability. • Development of the IT modernization strategy and customer onboarding plan. • Design of the Managed Network Services and cloud environments on client premises. When onboarding is complete, SHI's technical account managers, project managers, and certified engineers use this plan to implement and migrate customers to the new SHI Complete managed IT environment with ongoing support and knowledge transfer throughout the processes and procedures. Managed Services Managed services are the foundation of the SHI Complete solution. Customer subscription to the SHI Complete service provides many benefits that are core to the customer's success, including: • Designated technical account manager assigned to your organization. • Access to our SHI One customer portal for reporting and service requests. • Net payment terms provided (upon credit approval) through SHI. • IT service desk support for users and devices. • Client user onboarding/offboarding and IT asset reclamation. • Cloud application management and support.	*

		• On-site and cloud network service management. • Security management and best practices. • Access to a wide array of optional fee-based public cloud professionals and managed services. • Escalations to SHI subject matter experts (SMEs) through SHI's world-class service desk support team. SHI will collect and track feedback from customers during regularly scheduled meetings as well as through end-user feedback. Taking this information, SHI will make modifications to its contracted services where possible to further improve service quality over the life of the contract. SHI One Management Platform The SHI One Management Platform is a portal for customers to manage both cloud and IT services purchased through SHI. Customers have a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support and more time on strategic initiatives to drive their business forward. With this portal, customers can manage their cloud platforms (Azure, AWS, GCP). They can easily view the state of their IT landscape and streamline their cloud environment management. Customers have access to support cloud cost, usage, billing, invoicing, and consumption of support cloud accounts. Leading Industry Technologies SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we stay current on the latest and best technologies. We have established strong partnerships with each OEM, allowing us to introduce new products as soon as they become available. This gives members the unique opportunity to pre-order new products yet to be released through SHI, ensuring they receive them as soon as they hit the market. Our devoted solutions team and product specialists stay up to date with the latest technologies and will promptly notify members about the newest products available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers are leveraged to guide members as they explore emerging technologies and innovative new solutions.	

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. In 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050. At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work with our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' Environmental Social Governance (ESG) initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure. SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being initiative-taking and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include: • Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices. • Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains. • Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. SHI seeks to be energy efficient utilizing these methods: • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: o High-efficiency HVAC equipment o Energy Star equipment/appliances o Energy recovery from building relief/exhaust air, demand control ventilation sequences for energy savings on ventilation (Austin). o Automatic lighting controls and LED lighting throughout (Austin). o Occupancy sensor control of lighting fixtures. o Water-efficient and low-flow plumbing. o Solar panels and electric vehicle charging stations. • SHI has EV charging stations located at our global headquarters, Ridge Integration Center in New Jersey, and our Austin Regional Headquarters in Texas • LEED Gold Certified • Austin Regional Headquarters – Building Design and Construction (2021) • Global Headquarters - Commercial Interiors (2013) To support our goals and reduce power consumption, SHI made significant green investments in our facilities by installing solar panels. Today, over 7,000 solar panels are installed at four SHI-owned facilities, including our global headquarters and Integration Center in New Jersey, and our Austin Regional Headquarters in Texas. The addition of solar panels has helped SHI avoid 5,287,000 pounds of carbon dioxide since the system's installation and avoided 13,771 lb. of sulfur dioxide and 5,425 lb. of nitrogen dioxide since installation. With sustainability and ESG at the forefront of current initiatives, we hosted the SHI Sustainability Summit event this summer at our headquarters location in NJ. The event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's forward-looking role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to customers whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Government Solutions • State of Texas Certified HUB Vendor
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We understand that Sourcewell needs to identify a trusted partner based on how that partner's capabilities can best support your participating entities' IT needs. We believe we are uniquely qualified to continue supporting Sourcewell and its members due to several key factors: our standing history with supporting this contract, our breadth of offerings, and our ability to evolve with the ever-changing technology market. Our dedication to this contract sets us apart from our competitors. Victoria Pubylski, Sourcewell's dedicated Capture and Business Development Manager, has worked tirelessly alongside our Capture and Strategy team to support Sourcewell and its members. They are experts at supporting contracts, and have trained our Account Executives on this contract, proactively managed our Sourcewell relationship, and have grown this contract continuously year over year since our award in 2019. We have had tremendous success growing the value of our first awarded contract. We will continue our commitment to expanding the use of this contract and supporting Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement. Complete IT Solutions Our ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our diverse partner ecosystem of 15,000+ unique publishers and manufacturers gives us a vendor-neutral approach to help customers find the right technology solution. We provide custom technology solutions for every aspect of your members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Compared to our competitors, we also have the distinct ability to onboard boutique vendors for end-user longtail products. Many of our competitors are only able to onboard certain, larger partners, whereas SHI can bring on smaller vendors that are uniquely qualified to meet the individual needs of our customers. We also offer a wide range of services and support directly or by leveraging our elite partner network's expertise. SHI seeks to build valued relationships with your members; aligning our focus with your mission and deliver innovative solutions that empower community success. Value Add Services SHI offers a wide range of value-added services to help our customers get the most value

out of their software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Software Expertise and Advice
Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and achieve the best value for their software spend.

Technical Advisement
Customers can depend on a vendor-neutral approach to help them find the right technology and then access a tremendous range in choosing the ideal products and services for their unique needs.

Pre-Sales Licensing Support
Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. We leverage the reporting and our PRO Renewal tool to help customers gain insights into their software purchases.

Contract Education
Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend. *

Negotiation Assistance
SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.

Fine Print
SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy-to-find format.

Software Solutions Services
Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.

ITAM Services
To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.

Training Services
Adoption of new technology does not happen automatically. There is a people component to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program, there may be fee-based services involved.

Financial Stability
As a privately owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. As the technology market continues to evolve, we can evolve our capabilities and resources right alongside it.

We have also made significant investments in hiring more resources—the people with whom Sourcewell and its members engage. SHI Account Executives (AEs) support their clients locally from over thirty offices throughout the U.S. and Canada, and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

Our financial strength and stability are predicated on our staunch affiliations within our

		communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths and Stability: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials, low overhead structure SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its members. In fact, we share a similar vision and mission and strive with purpose and determination to provide exceptional value and experience as we help customers select, deploy, and manage their technology.	

Table 9A: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental damage. In addition to OEM warranties, SHI, offers third-party warranty services plans for most OEMs on a limited, approved basis. These warranty services plans cover all hardware, parts, labor, accidental damage protection and power surge for end user-related devices. For post-warranty data center related devices, third-party warranty services cover all hardware, parts, labor, and onsite travel expenses. Third-Party Disclaimer – By including the third-party warranty service contract, SHI, is only acting only as an authorized reseller in the third-party's provider route to market for its warranty service contracts. Customers will receive contracts that provided by the third-party provider, not SHI. The warranty service contracts will be entered into directly and only between the customer and third-party provider, and SHI will not be a party to those contracts.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. Third-Party warranty services offer unlimited claims (during the contract term), no deductibles or hidden fees, and accidental damage protection against drops, spills, etc. Water submersion is not supported. These apply to end-user related devices. For post warranty data center hardware maintenance support, all hardware, parts, labor, and travel expenses are covered.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties, this will vary based on the warranty purchased and SHI can provide these details with specific OEM's. Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM. Third-party warranty services for end-user devices are only supported within the US. Post-warranty services for data center related devices are supported globally.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.	*

51	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered—we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: To request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer ships their return to SHI, and we process the return. In certain cases, to expedite a return, SHI will have the return product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns to expedite the process for the customer. Occasionally, software publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest—processing the Letter of Destruction directly with the software publisher. At any point, if customers encounter issues with their products, the SHI account team is accessible and eager to help. More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.	*

52	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide third-party warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Third-party enterprise warranty services will extend the life of members' technology investments and keep their systems – and their business – running at peak performance. The benefits of Third-Party Enterprise Warranties include: • Coverage up to 5 years for net new end-user devices. • 24/7 technical support for post-warranty data center devices. • U.S.-based call center • Global support capabilities, data center related devices only. • 100% coverage for commercial use, parts, labor, and accidental damage; unlimited claims (during contract). • $0 deductible. In addition, SHI third-party warranty services provide comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides: • 100% coverage on parts and labor, normal wear and tear, and power surges. • "No Lemon" guarantee. • Replacement for products that are beyond repair. • No deductibles, hidden fees, or surprise charges. • Commercial use & Vendor Agnostic. Members' Third-Party Coverage can begin on the date of purchase or after the manufacturer warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Third-party warranty services alleviate multi-year budgeting constraints and deliver service when and where members need it! Included in Product Protection Services in basic triage and remote diagnosis, 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, third-party warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, Third-party offers post-warranty and maintenance agreements for products that are still viable and in use! If members maintain equipment under a warranty that is about to expire - or already has expired – third-party post-warranty and maintenance agreements keep them covered. Third-party dedicated field engineers serve as an extension of the IT organization and deliver dependable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to a member's organization for post-warranty data center devices. Our service provider's Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support members' needs, no matter where the equipment is located.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	SHI provides comprehensive customer support when planning service engagements to ensure we meet each customer's needs. Given the variety of services SHI performs, different types of services may align with specific standards relating to the technology and requirements of the project. Where ISO or NIST guidelines are established, SHI will perform services in a manner that is compliant with or follows those protocols. As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center. When beginning an integration services project, we use templates to start the development of the workflow based upon information provided by the customer's onboarding information. These workflow templates are dynamic, and adjustments are made during the proof of concept, or first article build phase. The system engineers handle the technical aspect of the testing during the customer's first articles to ensure scripted processes and applications are functional. They then create an essential checklist of items to check for during the production phase. Next, the system quality control (QC) team performs in-depth testing of the process itself and creates detailed process documentation. The device is then physically shipped to the customer's location for in-person verification, or remote access to the device is provided for verification. Once the project is in production, SHI monitors and adjusts the project to scale as needed. Examples of how we've previously resolved issues include increased staffing, adding hardware resources, or reducing the total number of devices configured at one time. Work instructions start with our QC team working with the customer, internal project coordinators, system engineers, and technicians to develop thorough documentation that adheres to ISO 9001 standards. Documentation is stored on a private SharePoint document library with version control. If change and complexity management is needed, project coordinators at our facility work with sales teams, system engineers, QC teams, and technicians to address any changes. If the complexity goes beyond the expertise of these teams, other groups are engaged, both within SHI and third parties, as needed. The quality control process and tools vary by customer requirements, but in general, logs are collected from devices during the build process and stored on our servers. A scripted process to contain specific information from the devices can be developed if additional details are required. In addition, the QC team gathers requirements to create checklists or other methods of verification.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SHI is committed to achieving excellence by providing our customers with superior world class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is even more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology." As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs). These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we will accept Purchase Orders or credit cards.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI can be an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing. Hardware Leasing SHI offers a traditional $1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option. Other options include: • Return the equipment and start a new lease. • Extend the term of the lease. • Buyout the equipment for its fair market value. o Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure. • $1 buyout, lessee owns equipment at the end of the term. • Fair market value leases have three end-of-term options. • Rental - Return the equipment at the end of the term or extend the term of the rental. The benefits to leasing hardware with SHI include: • Covers all equipment costs—no need to obtain additional financing elsewhere. • Frees up cash income-producing investments. • Sets fixed lease payments that are not subject to interest rate fluctuations. • Avoids technology obsolescence. • Reduces risks, as add-ons and replacements are fast and easy. • Reduces paperwork since the lessor handles all the invoices. • Reduces warranty and maintenance costs. • Matches the expense to the benefit. • Eliminates customer's need to plan for equipment disposal. • Simplifies budgeting with predictable payments. Software Financing SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based. Non-Standard Options SHI offers non-standard leasing options such as 90-day deferrals and step up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder. Quotes The specific details included in an SHI quote may vary depending on the products or services being offered, but generally the following information is included: • Quote Number: A unique identifier for the quote. • Customer Information: Details about the customer, including name, address, contact information, and the customer's SHI account number. • Product/Service Description: Detailed information about each product or service included in the quote. This could include product names, part numbers, descriptions, and quantities. • Pricing Information: The cost of each product or service and the total cost. This may also include details about any discounts or special pricing arrangements. • The Sourcewell contract number and member or participant ID number. • Terms and Conditions: Details about the terms and conditions of the sale, including payment terms, delivery timelines, warranties,	

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and any other relevant information.
• Contact Information: The SHI sales representative's contact information in case the customer has any questions or needs further information.

Please note that this is a general guideline, and the specifics may vary based on the nature of the product or service being quoted.

Order Acknowledgements
The order acknowledgment provides the customer with confirmation that their order has been received and/or also processed.

During order entry, your Inside Account Manager can enter an email address for a representative(s) within the member entity who should receive order confirmation, up to an unlimited number. Within one hour of processing the order, SHI's servers will automatically send the order confirmation to the email addresses provided. Upon the customer's request, and with Publisher permission, SHI can include the License Key information for software installation on the Order Confirmation.

Advance Ship Notifications
SHI can send the purchaser an Advanced Shipment Notification email with tracking information. These notifications can be customized for a customer upon request.

Tracking Confirmation Notification
SHI's order management system is a complete order tracking and maintenance system. All the information your Inside Account Manager needs to provide the customer with tracking information resides on their desktops. Each day, SHI receives the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the SHI Sales Orders and are ready for immediate access by your Inside Account Manager. In addition, SHI provides this tracking information to our customers through Your Home at SHI. Authorized customer employees can log onto our website to check order status and tracking data directly from the carriers.

SHI maintains all purchase history data in our order entry system. We can re-send tracking, license confirmations, invoices, or a sell-through report history to provide proof of purchase for a customer. In the event of a request to resend a license confirmation, a duplicate copy may be provided within four business hours of the customer's request.

Backorder Reports
Your Inside Account Managers (IAMs) are responsible for managing and monitoring your purchases and backorders. At the time of order placement, the IAM will check inventory and notify the customer if it is unavailable, with an ETA for the item to be back in stock. Your SHI Account Team will run a weekly backorder report to monitor the order status. The team will work with the Sourcing Specialist in Purchasing to check inventory through all sources to expedite shipment to the customer.

As the backorder status changes, the IAM will provide updates to the customer about the ETA. At any time before shipment, the customer has the option to leave the product on backorder, substitute a different product, or cancel the order with SHI. These reports can be customized upon request by a customer. No substitutions are shipped without prior written authorization from the customer.

EULA or SLA Documents
An End User License Agreement (EULA) is a legal contract between a software developer or vendor and the software user. This agreement lays out the rights and restrictions that apply to the use of the software and is agreed upon by the customer or end-user directly with the software publisher. *

Key elements of a EULA often include:
• License Grant: This specifies that the software is being licensed, not sold, to the user, meaning the user has the right to use the software but does not own it.
• Restrictions on Use: The EULA may limit how the user can

use the software. For instance, it may prohibit the user from modifying the software, using it for commercial purposes without a license, or sharing it with others.
- Intellectual Property Rights: The agreement usually states that the software developer or vendor retains all intellectual property rights in the software.
- Warranty and Liability: The EULA typically includes disclaimers of warranties, limitations on the developer's liability, and what happens if the software fails to perform as expected.
- Termination: This section explains under what circumstances the agreement can be terminated, and what happens when the license is terminated.
- Privacy Policy: The agreement may include information about how the software collects, uses, and protects the user's data.

The EULA is typically presented to the user for acceptance during the installation process of the software, and the use of the software is contingent on the user accepting the terms of the EULA.

A Service Level Agreement (SLA) is a contract between a service provider and a customer that specifies, in measurable terms, what services the provider will furnish. While the specifics can vary greatly, a typical SLA includes the following components:
- Scope of Services: This details the services to be provided, how they will be delivered, and the schedule for delivery.
- Performance Metrics: These are measurable aspects of the service such as response time, uptime, throughput, etc. They serve as standards against which service performance can be evaluated.
- Monitoring and Reporting: The SLA will detail how performance will be monitored, how often, and the type of reports that will be provided to the customer.
- Problem Management: This includes how issues will be handled, the expected response and resolution times, and the communication process for informing the customer about issues and their resolution.
- Responsibilities: The SLA should clearly define the responsibilities of both the service provider and the customer. This can include prerequisites the customer must meet for services to be effectively delivered.
- Penalties and Remedies: The agreement will specify what happens if the service levels are not achieved. This often includes financial penalties or service credits.
- Confidentiality and Security: This section outlines how the provider will protect the customer's data and ensure privacy.
- Termination Terms: This includes under what conditions the contract can be terminated, and what the process will be.

The specifics of an SLA will depend on the nature of the services being provided, the customer's requirements, and the service provider's capabilities.

Statements of Work
A Statement of Work (SOW) is a document that defines the scope and specifics of a project. It provides detailed information about the expectations, deliverables, and timelines for a specific engagement. Here are the key components typically included in a SOW:
- Project Overview: This provides a general summary of the project, its purpose, and objectives.
- Scope of Work: This outlines the specific tasks or services to be performed, often broken down into phases or milestones.
- Deliverables: This section lists the tangible outputs to be produced by the project, such as a completed piece of work, a report, or a physical product.
- Timeframe: The SOW will specify the start and end dates of the project, along with any important deadlines or milestones along the way.
- Standards and Criteria: This section describes the quality standards or benchmarks that the work should meet.
- Payment Terms: This includes details about the project's budget, payment schedules, and any relevant terms and conditions.
- Resources: This section provides information about any resources or materials that will be needed to complete the project.
- Responsibilities: This outlines the roles and responsibilities of all parties involved in the project.
- Assumptions and Constraints: This area describes any assumptions made during the planning phase and any constraints

		that could limit the project's execution. • Terms and Conditions: This includes any legal terms and conditions related to the project. We have provided samples of these documents in the attachments. Please note that EULA documents are provided directly by a software or cloud publisher and SLA agreements are provided directly by a manufacturer or partner providing services.	
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, SHI can accept Visa, Mastercard, and American Express. There is an additional fee to use a credit card.	*

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 *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	Full Catalog Pricing SHI is pleased to offer Sourcewell and its member agencies a discount off SHI Advertised List Price (AP) by product category. Please reference the pricing sheet attached to this response for the product groups and associated discounts off SHI Advertised List Price, which SHI is proposing. SHI Advertised List Price is a verifiable source, referenced 24/7/365 at SHI.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. The customer unit price shown is prior to any special shipping charges or credit card fees as those will be calculated at the time of order. Most products ship FOB destination or are delivered electronically without additional fees but where special freight is requested that will be calculated separately. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered whenever possible. SHI is pleased to offer a complete electronic catalog for Sourcewell and its member agencies. Professional Services In addition to product pricing, we provide professional technology services that can be priced via a Statement of Work (SOW) scoped specifically to the customer's requirements. These can be structured as hourly rate services or at a fixed price. SHI will work with the Sourcewell member to define the detailed scope of work, including the deliverables, timeline, expectations, and milestones payments. We establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. Hourly Rate Services Hourly rates are established for various roles (e.g. project manager, business analyst, developer, etc.). These rates reflect the skill level and experience required to perform the work. Our professional services experts or partners will estimate the number of hours and skill levels of resources needed to complete the scope, factoring in time for meetings, planning, documentation, testing, rework, etc. Out-of-pocket expenses may also be charged to the member separately (e.g. travel costs). We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners. Fixed Price Services Fixed price means the total cost for the project is agreed upon upfront and does not change based on effort or time required. This provides cost predictability for the member and is scoped with the same factors that are considered for hourly rate services including	

		the expected timeline, scope, resources required, testing, etc., and outlines the payment schedule based on expected deliverables throughout the project. Pricing for professional technology services for a scope of work typically involves several factors: 1. Scope of Work: The scope of the project, i.e., what tasks are to be performed, the complexity of the work, the technologies involved, and the deliverables expected. This will determine the amount of time, resources, and expertise required. 2. Time and Effort: An estimate of how long the project will take and the amount of work that is involved. This could be based on the number of hours or days, the number of people required, or the number of tasks to be completed. 3. Expertise Required: The level of expertise needed to perform the work will also affect the price. More complex tasks that require highly skilled professionals will be more expensive than simpler tasks that can be performed by less experienced personnel. 4. Overhead Costs: Any overhead costs such as utilities, rent, equipment, and software licenses that the service provider incurs are also factored into the price. 5. Price and Milestone Payments: Considering all factors for the project, the vendor will include the full cost (fixed price) or estimated price (hourly rate or Time & Materials) of the project and determine the milestone payment schedule. Milestones are determined by the completion of key project stages, tasks or deliverables custom to the engagement, which are completed by the vendor and accepted by the customer, at which time the customer will pay a portion of the fees for the project until the project is completed, and the final payment is made. It is important to note that any changes to the scope of work after signing or project start may result in additional costs and will be executed only after an agreed upon change order form is signed. Cost Savings SHI understands how important it is for our customers to achieve cost savings. We pride ourselves on being honest and transparent with customers, especially for pricing. We base our discount structure on SHI Advertised Price and do not inflate the price for RFPs to make discounts appear larger. SHI collaborates with vendor partners to help bring customers the best possible pricing. We constantly strive to help you save money across products and services—long after a sale is made. Our account team works with you from the beginning of your project and throughout the lifecycle of your purchase. Because we approach your IT solutions neutrally and are not limited to one or two OEMs, we can ensure you get the best solutions to support your needs. In addition, we will review buying programs and create price modeling to ensure that the technology you choose is being bought in the best way possible and at the most aggressive price. Your Account Executive will work with manufacturers and Sourcewell members to forecast volumes and to negotiate pricing on those forecasts. The manufacturer may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by the member that reflects the additional discount. SHI has built our business by helping customers save time and money when buying IT. We will continually look at the business and analyze usage and spend to uncover cost savings wherever possible. Our support teams contribute to this mission by providing expertise and options for products and processes that ensure the right technology is chosen at the right time. We have a proven track record of maximizing the benefits of large cooperative contracts for our customers, helping them to realize millions of dollars of savings.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and	

products that SHI offers, rest assured that opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing options available, and we go above and beyond to offer better pricing than the contract requires, as often as possible. SHI's position in the marketplace affords us both preferred pricing from software publishers and hardware manufacturers, and leverage when negotiating with partners on our customers' behalf. We will work closely with our network of software publishers and OEMs to identify areas for additional savings and better return on investment for Sourcewell.

The following demonstrates some ways we identify cost savings opportunities for our customers:

Hardware
Volume Purchase Programs: Many hardware manufacturers offer volume discount programs based on customer commitment or contractual agreements. Our product specialists and hardware resource representatives review your purchases and provide recommendations for when you may benefit from these programs. We ensure you receive all eligible benefits with the assistance of your AE.

Volume Discounts: Even manufacturers without formal discount programs may offer additional discounts based on the size and purchasing volume of Sourcewell. We negotiate with manufacturers to obtain the best price for you. Your AE will analyze SHI's extensive reports to determine product lines or manufacturers where you make large quantity purchases and negotiate accordingly.

Manufacturer Specials/Promotional Pricing: Your AE continuously monitors the market and manufacturer promotions that benefit Sourcewell. They will bring these opportunities to members' attention, considering the timing of the promotion in relation to deployment needs.

Rebates: SHI does not provide standard rebates to member contract users, but we are committed to offering our customers the most competitive pricing from the start. This upfront pricing approach is advantageous for Sourcewell members, as it ensures that they receive the best possible pricing right away. We actively collaborate with OEMs to secure additional discounts for large volume purchases and explore any additional manufacturer incentive programs for which members may qualify. Our aim is to consistently provide the most favorable pricing options available. *

Third-Party Manufacturers: While some customers believe they must purchase OEM peripherals, there are many third-party manufacturers that offer comparable products at lower costs. Your SHI account team will present these options to you, allowing you to select the option that best fits your requirements.

Software
Transactional Licensing Programs: These licensing programs offer significant savings to customers making large quantity purchases without making long-term commitments or forecasts. The discount level is determined by a first-time buy-in, sometimes even with just one license. Your IAMs will provide information on eligibility for these discounts during the quoting process, and your AE will identify these opportunities during meetings with members.

Contractual Licensing Programs: Members' AEs review purchase history and make recommendations for contractual licensing programs. These opportunities are typically identified based on comprehensive purchase history reports from SHI. We not only review individual purchases to identify new volume license agreements but also assess current agreements to recommend negotiations for higher discount levels and better terms.

ITAM Services
Our IT Asset Management (ITAM) team helps customers optimize hardware and software investments to ensure continuous compliance and cost savings. With a range of services tailored to customers of any scale and industry, our ITAM team leverages its expertise in managing complex infrastructures. They provide services such as

		data analysis, inventory management, licensing consultation, ITAM policy and process consulting, and service delivery management. Our team of over 80+ ITAM subject matter experts (SMEs) has unparalleled experience in achieving ITAM goals in various complex scenarios, serving customers with infrastructures ranging from 500 devices to 500,000 devices.	
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a customer requests the Sourcewell contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract, it would be hard to detail every item that will not come standard with a given purchase. However, pre-delivery inspection, installation, project management, training, and additional set-up services are not part of standard cost unless a customer specifically requests these services at the time of quoting. In addition, non-standard shipping options detailed in question 64 and credit card fees detailed in question 58 are not included in the product price.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs will vary depending on the equipment being ordered. In many cases, client hardware is shipped at no additional cost to the customer. Standard shipping will be covered, but special delivery requirements, expedited shipping, custom configurations or palletized shipments will be subject to a shipping charge. If shipping needs to be charged, SHI will charge the customer actual shipping per purchase. SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible. SHI can ship products via any method the customer desires. These include: • Standard delivery: The product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. • Overnight and second-day delivery: this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quoting. • Deskside delivery: SHI’s logistics company delivers the product directly to the end users’ desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with deskside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting. • Inside delivery: The product is delivered to a location inside of a customer's building. SHI’s logistics company unloads the delivery vehicle. Loading dock may or may not be available. There is a fee associated with inside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option. SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and	

state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities, Knox (end user compute) and Ridge (data center) —created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment.

Our integration services provide:
- Expertise and experience
- Lower overhead costs
- Certified resources
- Reduced labor costs
- Quicker deployment timelines
- Reduced risk

Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution.

Knox Warehouse and Configuration Center
The Knox warehouse and configuration center is used for advanced systems and provides custom-configured, ready-to-ship machines. Our 305,000-square-foot facility is static-free, climate-controlled, and protected by the most rigorous physical security and cybersecurity.

The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements.

Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow to image and configure up to 3,500 systems per day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide minimum turnaround time.

Ridge Integration Data Center
A team of 140 employees staff the Ridge integration center and expands SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously.

The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need.

SHI integrates individual custom build requirements into our quality control platform for documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility.

These configuration warehouses offer a variety of support services prior to delivery of end-user and data center hardware.
- Server rack and stack (Ridge)
- Advanced configuration
- Mobile device configuration
- Integrated add-ons
- Asset tagging
- Image deployment
- Laser etching
- Activation
- Kitting
- Custom label and packing
- Inventory management

*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	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.	SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the Sourcewell contract, including our Capture and Business Development Manager, Contract Compliance, and Contract Reporting Analysts. Capture and Business Development Manager As we mention throughout this proposal, Sourcewell will continue to have a dedicated Capture Manager, Tory Pubylski, working with the assigned SDA to consistently monitor our contract usage, compliance, and opportunities to grow the contract together. The Capture Manager will work with the Compliance team to train all sales teams utilizing the Sourcewell contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Tory will serve as the main point contact of for any issues or concerns that arise during the contract. Contract Compliance Sourcewell is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through: • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship. Pricing, Reporting, and Administration Fees To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with Sourcewell. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy. In addition, we can run reports related to purchases made under Sourcewell's contract. Orders placed through the website and with our Inside Sales teams will capture the Sourcewell contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports. SHI can deliver standard reports in one of three formats, including: • Contract invoice detail • Manufacturer profile

- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to Sourcewell.

Sourcewell Dedicated Contract Capture and Compliance Team Members *

Victoria (Tory) Pubylski, Capture and Business Development Manager -- As Capture and Business Development Manager, Victoria, or Tory as many know her, manages the SHI relationship with the Sourcewell Cooperative. Tory works to grow SHI's business under our awarded contract with Sourcewell by training our sales teams, joining customer calls, answering customer inquiries, and connecting customers to their SHI account executives. She also works with SHI's account executives to understand the contracts we have available to their customer base, how to appropriately utilize them, and prepare them for strategic upcoming RFPs where there could be an opportunity to increase our support through new contracts.

Tory has supported the public sector at SHI since 2015 as a Sales Support Operations Manager. She joined the Public Sector Proposals team in 2018, supporting government and education until transitioning to her current role in 2022. She feels most rewarded in her role when providing training and information to our sales teams and seeing their passion for how to support their customers as best as possible. She currently resides in Austin, TX.
To learn more about Victoria or to view her background and resume, please visit her on LinkedIn at https://www.linkedin.com/in/victoria-tory-pubylski-604b4583/.

Arianne Mount, Director of Public Sector Contract Compliance — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts.

Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts.

Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn at https://www.linkedin.com/in/arianne-mount-2b301146/.

Anthony Sapichino, Sr. Contracts Compliance Specialist—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements.

Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager

		in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn at https://www.linkedin.com/in/asapichino/.	
69	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.	In our experience, there are a few key indicators of success for contracts of this type: 1. Overall sales revenue The first, and most obvious, is simply the number of sales that are being done through the contract. We look for these to grow each month. 2. Number of entities using the contract. We believe that to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3. Number of AEs who are using the contract. In addition to the number of public entities that use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our cooperative contracts. 4. Customer Feedback. We rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their job easier. When we lead with Sourcewell and educate members on value, we expect we will get positive feedback. SHI has tracked these numbers under our current awarded contract and based on these metrics, SHI's current Sourcewell contract has been very successful. We will continue to analyze this same data under a new awarded contract to ensure we stay on the same path.	*
70	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.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

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

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	(•) Yes ( ) No	( ) Yes (•) No	( ) Yes (•) No

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

Line Item	Question	Response *	

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are pleased to offer our comprehensive catalog of products and services to meet the unique needs of each Sourcewell member in response to this RFP. We pride ourselves on our vendor-neutral approach, which allows us to provide the most suitable technology solutions for various IT environments. Our offerings span a wide spectrum, from software and hardware to cloud services and more, courtesy of our extensive partnership network of over 15,000 product partners. SHI is committed to offering full IT solutions to Sourcewell members, ranging from basic software and hardware commodities to sophisticated, end-to-end data center solutions. Our expertise in crafting IT solutions that perfectly align with our customers' needs ensures that your members will benefit from our wealth of knowledge in designing, implementing, and optimizing IT ecosystems. We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members. 1. Hardware and Software Products: SHI offers a wide array of hardware and software products from leading manufacturers. We collaborate with top technology partners such as Apple, Microsoft, Adobe, Dell, HP, and Cisco. 2. Advanced Solutions: SHI provides advanced solutions like cloud computing, data center infrastructure, networking, and security. Our cloud solutions include services for public, private and hybrid cloud environments. 3. IT Asset Management: SHI helps businesses manage their software and hardware assets more effectively. We provide services for software licensing, hardware lifecycle management, compliance and risk management. 4. Professional Services: SHI's professional services team can help with everything from initial assessments and consultations to full implementations. These services can help members optimize their IT environments and implement new technologies. 5. Support Services: To ensure smooth operation, SHI offers a range of support services, including hardware maintenance & support, software support, and managed services, delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network. 6. E-commerce: Our robust e-commerce platform allows customers to purchase IT products easily and track their orders. 7. Sustainability: SHI also focuses on providing sustainable IT solutions. We offer services like IT asset disposal and recycling to help customers reduce their environmental impact. In summary, SHI's wide range of IT solutions is designed to help entities address their technology challenges, optimize their IT investments, and navigate the ever-changing technology landscape. Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands Our purpose is to provide the best overall value to Sourcewell, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with your mission to "provide leading solutions that empower community success," and we accomplish this by remaining laser-focused on customer relationships: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SHI is a customer-centric provider of diverse software, hardware, and IT products. We are proud of our wide array of services and support, offered directly or via our expansive network. We collaborate with 15,000 unique publishers and OEMs, holding top-tier certifications from leading OEMs such as Apple, Cisco, Dell, HP, Microsoft, and VMware. As the technological landscape evolves, so does our product catalog, constantly updating to meet customer demands. Our IT solutions range from software and hardware procurement to comprehensive data center solutions. Below, we provide subcategory titles along with details on some of our most up-to-date solution offerings. Hardware End-User • Devices - PCs, Laptops, Tablets and Smart Phones • Peripherals – Monitors, Cables, Accessories like Keyboards, Mice, Headsets, Memory, and Audio/Visual Equipment, etc. • Digital Signage, Kiosks, and Touchscreen Devices • Mobility – Tablets, Smart Phones, Printers, Mobile Device and App Management • Unified Communications and Collaboration (UCC) – Devices, conferencing and collaboration platforms, cameras, headsets, etc. • Services: Imaging, configuration, asset tagging, inventory, warehousing, kitting,

and shipping
Print - Printers, Scanners, MFDs, Toners and Supplies
Data Center - Servers and Storage, Power and Cooling, and Services: Configuration, asset tagging, kitting, and shipping
Networking – Wireless, Routers / Switches, SD WAN, Connectivity

Software
SHI has partnerships with thousands of software partners, including key relationships with publishers like Microsoft, Adobe, IBM, VMware, and SAP, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.

Cybersecurity/SOC Monitoring
As your organization pursues cloud, digital transformation, and remote workforce strategies, SHI can help you defend against cyberattacks' growing threat and navigate complex regulatory requirements. SHI works with leading cybersecurity technology providers to promote sound information security governance and ensure that your infrastructure, data, and people are protected.

Our solutions center around Identity and Access Manager, Application Security, Data-Centric Security, Data Center and Cloud Security, Threat and Vulnerability Management and services, including security risk assessments, incident response, program strategy and operations, and security strategy consulting.

From assessment to implementation, we help organizations reduce risk with a dynamic approach that strikes the right balance between people, processes, and technology. Here are some of the ways that we can advance your cybersecurity:
• Secure Governance: In a rapidly evolving landscape of threats and regulatory obligations, SHI helps you address cybersecurity governance challenges by effectively setting strategy, standardizing processes, enforcing requirements, and ensuring you have the resources in place to achieve security and business goals.
• Secure Infrastructure: SHI takes a balanced approach to cybersecurity that ensures consistency across on-premises, hybrid and multi-cloud environments. Our experts help you address modern data center challenges with a strategy that starts with architecture and optimizes security controls and policies.
• Secure Data: SHI helps shift your focus from trying to secure everything to protecting what matters most – your data. We work with you to locate and understand your sensitive data, so you can establish exactly what you are trying to protect and ensure the appropriate controls are in place.
• Secure People: We partner with you to address the human element of cybersecurity. Our solutions and services enable you to thwart attacks that exploit human vulnerabilities, including malware, phishing, and impersonation across email and the cloud.

Cloud
Our Cloud solutions teams can help customers navigate Public and Private Cloud Environments, as well as Software as a Service (SaaS), Hybrid SaaS, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Database as a Service (DBaaS), Unified Communications as a Service (USaaS), “X” or Miscellaneous as a Service (XaaS or MaaS) solutions. We also offer a wide range of cloud services, including cloud migration, optimization, and management, and we have partnerships with major cloud providers like Microsoft Azure, AWS, and Google Cloud.

EULA Management
SHI offers EULA review services for a fee. The end-user license agreement services are performed by a contract administrator experienced in negotiating software license agreements. These services offset the burden of risk our customers must manage for what is considered "long tail" software publishers, meaning those non-major or strategic partners. SHI works with you to establish a playbook of rules, processes, and policies related to identifying risk and how best to contractually address the various software publishers in scope. After a negotiation, SHI prepares a summary for your review and action. This summary would include details about any remaining risks, concessions made, requirements the publisher refuses, etc.

Advanced Solutions Group (ASG)
The IT landscape has seen significant changes over the past decade, with a growing focus on holistic solutions that address evolving customer needs, as opposed to mere commodity products. Responding to this shift, SHI developed our Advanced Solutions Group (ASG) to provide solution-based support. This team, comprising over 600 technical experts holding 3,000 certifications in various products and solutions, is dedicated to meeting Sourcewell members' requirements, guiding you to the right technology, and aiding in integrating that technology into your environment. The Advanced Solutions Group, like all of SHI, maintains a vendor-neutral stance, utilizing its vast experience to tailor discussions that best suit each member's specific needs. We provide support during the strategy and solution design phase of a project, assisting with planning, assessments, conceptualization,

proof of concepts, and procurement of demo units.

Our ASG team has focused solutions groups including:
- o End-User/UCC
- o Cloud Design, Adoption, Optimization and Management
- o Data Center Technologies – Server/Storage/Backup
- o Networking – Core, Edge and Transport
- o Security Solutions

These teams, include solutions engineers and professional services support, working arm-in-arm with our devoted OEM partner teams to assist our customers in keeping pace with their evolving IT needs and facilitate seamless technology adoption.

Professional Services
Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimally for any member's specific environment. We see our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology, thereby maximizing the value of their investment.

Managed Service Provider (MSP)
SHI's Managed Service Provider (MSP) solutions include a wide range of services, such as network management, cybersecurity, data backup and recovery, cloud services and our complete portfolio of Modern Workplace Services.

Modern Workplace Services
SHI's Modern Workplace Services (MWS) cover hardware Lifecycle Services, Multi-Vendor Platform Support (MVP), Asset Recovery, Digital End-User Experience (DEX), Staff Augmentation, Mobility and Warranty services.

Lifecycle Services
The modern workplace has become increasingly dynamic. However, varied locations, schedules, and technology use can all be costly considerations when managing your workforce. SHI's Device as a Service (DaaS) solution is designed to help Sourcewell members adapt to this change, providing outcomes that achieve cost and operational efficiencies. We provide comprehensive management of all your devices across every stage of the asset lifecycle and are committed to keeping your end users productive and engaged.

Our customizable solution ensures you have the devices you want, the support you need, and the lifecycle of your devices managed based on a predictable, monthly, per-device cost. DaaS is an alternative to a traditional lifecycle services procurement approach. It provides customers access to the latest end-user computing and all-inclusive managed services to help meet their ever-changing technological needs. Each DaaS engagement is customized to include configuration, deployment, technical and warranty support, and IT asset recovery and disposal solutions.

DaaS can provide substantial benefits to members, including increased flexibility and multiple device options, and it accommodates IT budgets and operations with OpEx, hybrid and CapEx models. The DaaS model allows for a per-unit, per-month fee for the member's contract term, including the hardware's pricing and all related services.

ZeroTouch Provisioning
Regardless of the devices and operating systems that customers opt for, SHI can aid them in establishing a ZeroTouch deployment strategy. This is possible due to SHI's leadership in Zero Touch capabilities since its inception in 2011, and its commitment to OEM program adoption.

SHI provides support for a variety of platforms, including Apple Business Manager, Windows Autopilot, Chrome Zero Touch Enrollment, Android Zero Touch Enrollment, and Samsung Knox Mobile Enrollment.

With a history of being at the forefront of such services, SHI was the first reseller to offer Apple Business Manager, enroll devices into Autopilot, and provide ZeroTouch Services for Chrome.

Multi-Vendor Platform Support
MVP Support helps businesses confidently support multiple enterprise platforms to dramatically reduce costs and eliminate complexity often found with multi-vendor support services. MVP Support is a global support solution powered by Level 3 engineering PODs, service delivery, critical incident management, and a powerful integration platform to support complex vendor escalation workflows and processes.

Digital End-User Experience (DEX)
SHI's Digital Employee Experience (DEX) service provides an accessible view of everything affecting an end-user's performance. It fosters a productive user experience in which IT issues are detected, diagnosed, and resolved often before users even feel the impact. Our DEX Managed Service includes deployment, configuration, and optimization of your digital experience platform, allowing you to take full advantage of your current OEM toolset. We allow our customers to sit back and relax by helping them gain complete visibility and insight through advanced dashboards to create automated and proactive responses, resolving issues before disruptions occur.

Staff Augmentation
SHI's Staff Augmentation program is built on the expertise of our elite partner network of staffing providers. SHI maintains relationships with a wide range of staffing partners around the world, enabling us to find the right blend of SHI internal and staff augmentation resources to address even the most complex requests. Through this robust network, SHI can ensure that our customers have a deep and diverse candidate pool as they seek to accelerate their business by infusing talent and expertise through staff augmentation. *

We source the perfect IT professionals for your needs by:
- Obtaining a complete understanding of each assignment.
- Developing a thorough search plan that may include pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.
- Conducting a multiple screening process, which includes our technical recruiter, recruiting manager, and one of our technical resources.
- Checking professional references prior to the client interview.
- Presenting our top candidates to you for review and interview.

SHI provides members the benefit of having fast responses from our dedicated resources who act as a single point of contact to assist with onboarding and off-boarding candidates with no hidden fees all backed by our reliable recruiting process.

IT Asset Management (ITAM)
The IT Asset Management (ITAM) team at SHI helps our customers optimize Hardware and Software investments to ensure continuous compliance and cost savings. The ITAM team at SHI has a full portfolio of services to support customers of any scale, industry, and sector. With a team of over 80+ ITAM SMEs, many of whom are former auditors themselves; SHI has Data Analysts, Inventory Engineers, Licensing Consultants, ITAM Policy and Process Consultants, and Service Delivery Managers on hand to become an extension of your existing resources.

Our ITAM team provides SAM services to customers ranging from 500 devices to 500,000 devices with widely varying and complex infrastructures. ITAM Services combine:
- Volume License expertise supporting the world's most complex IT environments since 1989.
- Inventory and discovery expertise
- "Best of Breed" SAM toolsets
- SaaS-based IT Asset Management platform with 24/7 web portal
- Best Practice Service Management
- ISO 19770-1 aligned SAM Process and Policies
- Dedicated SAM Licensing and Inventory Consultants, Licensing and Inventory Engineers, Process and Policy Consultants, Service Managers, and former auditors.
- Compliance and optimization baseline: A license compliance and optimization baseline is a one-time assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. With the baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets.
- Audit defense: SHI has a full, rapid-response audit defense team to assist customers in any audit situation. This service has resulted in an average settlement of 10% of the publisher or auditor's findings.

Workshops and assessments: We provide various customer workshops and assessments, from ITAM maturity assessments to cloud readiness reviews to ITAM ROI value workshops. Whether you are unsure of what software your organization has deployed, what software your license agreements entitle you to deploy, are looking to mitigate compliance risk, or reduce overall software costs, our IT Asset Management services can help you take control of and manage your assets.

The Workshop
The SHI Software Asset Management (SAM) Planning Workshop ("the Workshop") is

a compact, disciplined process that ensures the right software entitlements, measures, and collection processes are in place. The Workshop brings together all the personnel, skills, and experience needed to coordinate and plan the complex process of gathering information for asset and compliance management. The Workshop ensures that you have addressed all the software audit risk areas and are prepared to deflect audit threats and defend against audit claims without the typical (and expensive) audit "fire drill".

SHI's SAM Workshop describes all of the infrastructure and processes necessary for the effective management, control, and protection of software assets throughout all stages of their lifecycle. The strategic goals of SAM include (but are not limited to) the following:

- Control cost and business risk for a stronger financial position
- Optimize existing software investments to enable you to do more with what you have.
- Help your organization become more agile by making better use of resources, even in changing business conditions.

SAM provides the following benefits to customers:

- Cost Savings: Lower costs associated with purchasing and maintaining a software library by capitalizing on vendors' overall buying power through single-volume license contracts.
- Risk Management: Control business and legal risks related to improper software deployment.
- SAM Advantage: Stay ahead of the competition through streamlined operations and faster time-to-market.
- Good Governance: Achieve and demonstrate compliance with your responsibilities under government legislation, such as Sarbanes-Oxley.
- Disaster Protection: Protect your company's valuable software assets in the event of unexpected adversity.

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

Scholastic Esports
SHI’s dedicated team of education and technical experts is taking over the scholastic esports space by helping high schools and colleges discover the power of esports and learn the intricacies of the industry. Integrating esports with STEM and CTE enables educators to create a curriculum that aligns with workforce sectors and industries to attract more students.

Scholastic esports (electronic sports) programs are revolutionizing student engagement. The goal of esports is to create high-quality, developmental experiences so students of all backgrounds and abilities can use this as a universal platform to grow socially, emotionally, and academically.

As innovative schools are accelerating their esports environments, this digital transformation is helping students engage in STEM and technology-focused activities, professional development, and school clubs and sports programs. However, the growth and popularity of scholastic esports represent new technology challenges for our customers to procure a successful platform and educational program.

To meet these needs, SHI has developed a team dedicated to esports, which handles everything from building out arenas to curriculum creation. Our objective is to enable schools to build effective and successful esports programs through:

- Professional training, development, curriculum, software (coaches and players)
- Esports tournaments (UGC)
- Grants support/procurement
- Selling esports equipment that reacts just as fast as you do!

These solutions can be customized to the specific needs of any given school through a comprehensive discovery and consulting process. SHI offers avenues of existing curriculum to use as your own, or expert advisors to help create your own or modify a pre-existing package of curriculum. SHI helps identify, plan, and build an esports program that’s right for each organization.

STEM/STEAM
STEM/STEAM technology includes products and/or tools related to supporting education in the fields of Science, Technology, Engineering, Art, and Mathematics. In this age of constantly emerging technology, educators have shifted to focusing on future readiness by helping students increase their digital literacy, driving innovation, and providing them with skills around critical thinking and problem solving, empowering their success so they will be ready to face the world’s challenges and

solve real-world problems. Here are some examples of STEM technology products:
- Robotics Kits used to teach principles of robotics and programming.
- 3D Printers used in engineering and design to create prototypes and models.
- Coding and Programming Tools: Software like Scratch, Python, and Arduino are used to teach programming and computational thinking.
- Drones and Quadcopters are used for research and education, such as studying weather patterns or learning about aviation and mechanics.
- Virtual Reality (VR) and Augmented Reality (AR) Equipment provide immersive learning experiences used in fields like design, architecture, and medicine.
- Mathematics Software like GeoGebra, Mathematica, and MatLab are used to study and visualize mathematical concepts.
- Educational Apps and Games designed to teach various STEM concepts in an interactive way.
- Electronic Kits teach electronics and circuitry.
- Maker Spaces Equipment includes various tools and materials for hands-on exploration, such as woodworking tools, sewing machines, laser cutters, etc.

Public Safety and Public Works Solutions
Public safety is not just a concern for police and emergency personnel, but also for cities, counties, schools, and universities. Our public sector sales teams support all of these entities and we offer the following solutions to address their day-to-day needs for communication, security, and safety.
- Security/Surveillance Cameras, Body-worn cameras, and related software.
- Rugged Notebooks and In-car Mounting Hardware
- Drones and Add-Ons for Drones; UAVs (Unmanned Aerial Vehicles)
- RFID Devices, Antennas, Receivers
- Physical locking solutions and portable security hardware
- Software Solutions: Gunshot Detection Software, Investigative Analytics and Interview Room Surveillance Software, Biometric Authentication Software, License Recognition/Reader Software and Mass Emergency Notification Systems

Smart City /Internet of Things (IoT) Solutions
Technology is ever evolving and growing, just as cities are constantly expanding and growing. From a combined evolution emerged “smart cities.” The goal of a smart city is to optimize city functions and promote economic growth while also improving the quality of life for citizens by using smart technologies and data analysis. SHI is here to help guide our customers to find the technologies that can help turn their vision of a smart city into a reality.

Smart cities use a variety of technologies including software, user interfaces, communication networks, the Internet of Things (IoT), the cloud, and data center technology to deliver connected solutions for the public. With SHI, our customers have access to multiple platforms, a variety of hardware for backup connectivity, and access to multiple vendors—including industry giants like AT&T, Verizon, T-Mobile, Cisco, Intel, and more. We support our offerings with access to vendor-neutral solution architects and engineers, dedicated solution support teams, OEM support teams, and external resources from our hardware and software partners. Together, we provide expert resources to understand your smart city needs and recommend solutions from networking connectivity and handheld devices to server storage and cloud options.

We understand that smart cities and IoT are the technology of the future which can impact and improve the lives of the communities we live in. No matter where you are in your smart city solutions journey, SHI can help you accomplish your technology goals leading us to a smarter tomorrow.

SHI continues to refine our product and service offerings to meet the dynamic needs of our customers in an ever-changing technology landscape. The breadth of SHI’s solution portfolio is extensive, and including all sub-categories here would be overwhelming. However, Sourcewell members can rest assured knowing SHI has the expertise and resources to facilitate the right solution for each member's unique environment.

Table 15A: Category 1 - 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
74	Computer hardware, including desktops, laptops, tablets, and related devices;	(•) Yes ( ) No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	(•) Yes ( ) No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	(•) Yes ( ) No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	(•) Yes ( ) No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	(•) Yes ( ) No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	(•) Yes ( ) No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	SHI has the capability to report on green-certified products and does so for numerous customers. SHI will work closely with members to identify and understand green reporting requirements.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Acer-Fully Authorized Globally Acronis-Platinum Partner Adobe-Adobe Platinum Reseller AirWatch-Premier Alteryx-DMR Partner (Distributor Managed Reseller) Altova-Elite APC-Elite Business Network Partner Apple-Corporate Reseller (Authorized 20+ years) Arbor-Premier Arcserve-Platinum Arctic Wolf-National Partner Arista Networks-Authorized Aruba Networks-Platinum Asus-Authorized Atlassian-Authorized Reseller Attachmate-Platinum Partner Autodesk-Volume Channel Partner (VCP) Avaya-Sapphire Reseller AWS (Amazon Web Services)-AWS Premier Consulting Partner; AWS Managed Services Partner Barco-Authorized Partner, Gold Barracuda-National Belkin-Authorized Partner BenQ-Silver BeyondTrust-Platinum Partner Bitdefender-Gold BitSight-Evangelist Partner Blackberry-Authorized

		Box-Premier Broadcom-Elite Brother-Authorized Partner C2G-Platinum Partner Canon-Authorized Partner Carbonite-Premier Partner CheckPoint-Three Star National Partner Cisco-Gold Partner Citrix-Platinum Partner Cleartouch-Highest Cohesity-Strategic National Partner Commvault-Market Builder - Top Tier Cradlepoint-Premier NSP CrowdStrike-Elite Partner CyberArk-Advanced Partner CyberPower-Elite Partner Cylance-Authorized Datawatch-Platinum Delinea-Authorized Reseller Dell-Dell EMC Titanium Black (Authorized 15+ years) D-Link-Gold Level Druva-Elite Partner DynaBook-Platinum Preferred Eaton-Authorized Partner Elastic-Professional Partner Entrust-Professional Partner Epson-Epson Business First Gold Partner Ergotron-Gold Erwin-Authorized ESET-Silver Exagrid-Authorized Reseller (Highest level) ExtraHop Networks-Gold Extreme Networks (ExtremeNetworks+Aerohive)-Diamond F5-Platinum Partner Facebook Oculus-Authorized Reseller Forcepoint-Titanium Partner Forescout-Platinum Fortinet-Expert Fujitsu-Authorized Partner GitLab-Select Partner Globalscape-Authorized Good Technology (Blackberry)-Authorized Google-Premiere Partner GoTo-Platinum Partner Hewlett Packard Enterprise-Platinum Partner Honeywell-NBR (National Broadline Reseller) HP, Inc.-Power Services Partner (Authorized 25+ years) HPE Aruba Networking Division-Platinum Partner IBM Hardware-Gold IBM Software-Gold Business Partner Infocus-National Partner Intel-Intel Partner Alliance Titanium Member IPSwitch-Titanium Ivanti-Platinum Jabra-Premier Partner JAMF-Gold Partner JetBrains-Authorized Juniper Networks-Juniper Elite KEMP-Authorized Kingston-Authorized Reseller Legrand (includesC2G, Chief, Da-Lite, Vaddio)-Authorized Partner Lenovo-IDG (Client) (NSP, National Solution Partner); ISG (Datacenter) (NSP/Platinum Partner) (Authorized 12+ years with Lenovo (IBM 20+)) Lexmark-Tier 1, Diamond Edge LG-Authorized Reseller Logic Monitor-Authorized Reseller Logitech-Authorized Partner LogMeIn-Authorized LogRhythm-Services Authorized Reseller (Highest Tier) Malwarebytes-Platinum Partner ManageEngine (Zoho)-Authorized Meraki-Gold MicroFocus-Platinum Partner Microsoft (Hardware)-Multi-National Authorized Device Reseller and Authorized Global Surface Reseller Microsoft (Software)-Authorized LSP, AER, SPLAR, MOSP and Government Integrator;

		GSA & DISO Authorized; Authorized Azure Expert MSP Mimecast-Elite Partner MobileIron-Iron Nasuni-Premier NetApp-Star Reseller Netgear -Reseller NetIQ (Micro Focus)-Platinum NetScout Systems (Arbor Networks)-Platinum Netwrix-Platinum Partner Nimble-Platinum Novell-Platinum Partner Nuance-Authorized Nutanix-Master Level Partner, Cloud Champion Nvidia-Elite (vPro, Quadro, Tesla), Preferred (DGX) OKTA-Elite Level Partner Open Gear-Premier Partner (Highest level), Elite OpenText-Authorized Reseller Oracle-Oracle Hardware & License Sell Track Partner, Global Platinum Paessler-Gold Partner Palo Alto Networks-Diamond Panasonic-Tier A Reseller Parallels-Premier PingIdentity-Platinum Partner Poly (Plantronics & Polycom)-Platinum Partner Progress Software (Kemp)-Titanium Authorized Partner Promethean-National Partner Proofpoint-Platinum Partner Pulse Secure-Authorized Pure Storage-Elite Partner Qualys-Supported Partner Quantum Storage-Premier Partner Quest-Platinum Plus Partner Rapid7-Gold Level Partner Raritan/ServerTech-Authorized Reseller Red Gate-Authorized RedHat-Red Hat Advanced Business Partner Ribbon Communications-Bronze Riverbed Technology-Elite Partner RSA-Titanium DMR Partner Rubrik-Elite Plus Partner Ruckus Wireless (CommScope)-Elite Partner Samsung-Client P4 Platinum Level Partner, Strategic Business Partner. For mobility - Blue Level SanDisk (Western Digital)-Gold SAP BusinessObjects-Silver, Large Account Scale Computing-Platinum SentinelOne-Platinum Partner Sharp – NEC-Authorized for Sharp Electronics Display Solutions SilverPeak-Platinum Level Smarsh-Hybrid Cloud & Emerging Partner SolarWinds-Elite Partner SonicWALL-Platinum Partner Sony-Gold Sophos-Sophos Select Partner Spectra Logic-Elite VAR Splunk-Premier Partner StarTech-Authorized Partner SunOracle-Platinum Supermicro-Tier-1 Diamond Suse-Platinum Level, Specialized in Sell and Manage Symantec-Premier Partner Synology-Authorized Reseller Tableau-DMR Partner Tanium-Partner Plus Targus Authorized TeamViewer-Authorized Reseller TechSmith-Preferred Partner Tenable-Platinum Reseller Thales-Platinum Tintri-Elite Partner Toshiba-Platinum Preferred Trellix-Platinum Partner TrendMicro-National Channel Partner TrippLite-Authorized Partner Tripwire -Platinum Partner Unitrends-Top Tier

		Varonis-Gold Partner Veeam-Platinum Partner Veritas-Platinum Partner Vertiv (Emerson, Liebert, Avocent)-Diamond Partner ViewSonic-Authorized Partner VMware-Corporate Reseller – Premier Level; Partner Professional Services – Enterprise Level; Aggregator – Premier Level Western Digital-Authorized Xerox-Authorized Partner, Gold Zebra-Authorized Partner / Specialist DMR Zoom-Performance Zscaler-Gold
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	Proactive Renewal Management SHI's Proactive Renewal Management (PRM) is a value-added service offered at no additional cost to Sourcewell's members. PRM is primarily supported by SHI's PRO Renewal Organizer (PRO) tool but also includes SHI's contract indexing tool, Fine Print, and other value-added services. For a fee, PRM includes ITAM services to help customers optimize their IT investments and achieve cost savings. It can be challenging for organizations to proactively track expiring IT assets, maintenance, and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations rely on the publishers and manufacturers to provide renewal notifications, which can result in missed discount opportunities or unwanted renewals of software you no longer use. In response to our customers' growing needs around expiring software, warranties, support agreements, and product maintenance programs, SHI created the PRO tool. This PRO organizer tool compiles your technology renewals into a centralized, rolling, 36-month timeline for simplified budgeting and renewal management. Customers can access the tool via SHI.com, with 24/7/365 availability. By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas: • IT asset selection: If better IT assets are available, SHI will negotiate with vendors to procure the better assets for our customers. • Product equivalent: SHI works with vendors to find our customers the best replacement when a product becomes unavailable. • Better pricing: SHI has quoting and pricing processes to help our customers realize cost savings across IT spend. Where possible, we pass those savings along to our customers. • License agreements: SHI collaborates with vendors to ensure our customers receive the correct number of licenses, obtain the best deals, and have licenses for the correct period. SHI also helps customers manage EULAs. Optimizing Renewals The PRO tool stores a complete list of the hardware and software your organization uses and automatically notifies your SHI account team 90 days prior to expiration dates. Replacing products without a warranty can be costly. SHI's PRO tool can track a member's IT assets, and it can also track maintenance and support renewals. Maintenance renewals are typically for hardware maintenance but can extend to software. For hardware, there is usually a warranty or maintenance offering that can sold in tandem, or there may be a base-level option included on the initial purchase, which must be renewed after the initial coverage term ends. For software, members can purchase licenses for a specified period. When the license agreement expires, the agreement needs to be renewed to continue using the software. For software subscriptions, SHI's PRO tool can help you track your software and guarantee you only pay for the software you use. Outdated equipment and expired software licenses can slow your employees' productivity. Effectively managing your IT assets is not an easy job, but with SHI's PRO tool, you can eliminate wasted time by ensuring employees always have access to the right equipment and software. Audit Protection There are two major risks associated with the unauthorized use of software licenses. First, poor software asset management can result in security vulnerabilities. Second, organizations risk unknowingly committing copyright infringement when unauthorized users download multiple instances of the software. To manage risk, SHI's PRO tool closely tracks your software licenses and usage, preventing unauthorized users from installing software provided under a license agreement managed by SHI. Some organizations choose to or must undergo a

software licensing audit or software compliance audit.

By using SHI's PRO tool, your organization safeguards itself from liability.

How it Works
When new orders are entered into our system, your account team can pull the information into our PRO tool. The tool is designed to notify your account team 90 days prior to the software expiration date; however, 120 days prior to the expiration date, the renewal is assigned to the AE managing your account. Working closely with the member, SHI can learn when and how often they would like quotes sent and how many days prior to software expiration dates they prefer notification.

Your SHI account team then actively works with the customer's procurement team, IT department, or designated point of contact to review options. Regular follow-up continues until the purchase order is placed or the customer indicates that they are no longer interested in renewing the maintenance or support agreement.
When the customer receives an email containing a renewal reminder, they are given the following three options:
- Option 1: "Yes, please send me a quote."
- Option 2: "No, Thanks."
- Option 3: "I would like to schedule a meeting to discuss."

The renewal reminder also gives the following information about software renewal: software expiration date, software publisher, product, SKU, order date, purchase order number, invoice number, and invoice date.

If an IT asset was not purchased through SHI and the customer completes the PRO form to allow SHI to track the asset, SHI only receives the expiration date of the software, software publisher, product, and SKU.

The customer need only click on option 1, 2, or 3 to send a response back to their account team.

Through our PRO tool, we offer proactive management of maintenance, warranty, and support plans that save time and money. With the customer's permission, any products purchased from SHI—or elsewhere—with an expiration date of any kind can be loaded into your renewal organizer. SHI does not see prices for IT assets purchased outside of SHI.

Quotes
In addition to renewals, the PRO tool tracks quotes. At any time, a customer can log in to their SHI.com portal and view their quotes. We keep a complete database of all quotes; however, SHI does not have access to any quotes provided by other resellers because quotes include pricing information.

Sometimes, upon renewal, vendors require a new quote altogether. Our system notifies us of vendor preferences and gives SHI the opportunity to negotiate with vendors on your behalf. This eliminates any additional work on your end. SHI does the work for you, collaborating and negotiating with vendors to provide quotes that best meet your needs.

PRO Timeline
The PRO Timeline is an interactive tool that displays upcoming renewals for the customer's OEMs.
- Users can click the reporting icon to run an in-depth report on the PRO Renewals. Reports can be exported and emailed to a co-worker as well.
- Users can also view a history of the original order.

Through the renewal timeline, SHI provides visibility and clarity around renewals for your organization, complementing the workflow of your own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances, SHI's PRM service even replaces or fills a void in our customers' existing workflows.

Benefits of PRO
In addition to the timeline, our PRO platform has several built-in dashboards and reports to facilitate ease of use. Additionally, you can click on the PRO Renewal Timeline to view more details. If you need to share the timeline within your organization, the timeline can be exported into Excel.

Moving Renewal Management to SHI
We have extensive experience onboarding new customers and importing their license data for future reporting and renewals. SHI onboards hundreds of new customers every year, and the process for onboarding will vary depending on the size, scope, and licensing needs of the customer. SHI's account team collaborates directly with the customer and software publishers to identify and gather necessary information on each

		licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access. To minimize hassle, your account team and our software licensing experts work with you to complete and submit the necessary change of reseller form or process. The PRO Authorization form permits SHI to pull licensing history from manufacturers and publishers, including anything purchased elsewhere. The form provides the licensing type, quantity, coverage terms, and entitlement or agreement numbers, but does not give SHI access to previous pricing. The sole purpose of the PRO Authorization form is to help SHI better track your purchases so that we can better support your organization in the future. Just like the PRO Renewal Management service—the PRO Authorization form is optional for customers to complete. Sustained Value-added Benefit SHI's Proactive Renewal Management is a free value-added service for all our customers. The PRO tool gives your organization peace of mind, proactively managing maintenance, warranty, and support plans. With products purchased through SHI automatically loaded into your renewal organizer and quotes automatically sent to you 90 days before the expiration of the service, you can rest assured that SHI keeps track of your software assets. Speak with your account team to find out how to maximize the benefits of Proactive Renewal Management for your organization. Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	SHI.com is SHI's single-source procurement platform available to all SHI customers. With over 470,000 products available, our platform offers the latest functionality in a user-friendly interface. From the comfort of the office, members can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our PRO Renewal Organizer (PRO) Timeline. SHI's procurement platform provides an efficient and intuitive way to access your customized catalog of products and procure any of those products at any time. SHI.com's business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, view key metrics (like frequently viewed products and contract or standard items), and simplify purchasing. Access Each authorized user within an organization has a username and password that automatically links them to the approved customer catalog with your contracted pricing. A manager with employee admin permissions can create and disable user accounts. The platform is designed to support self-service functions, including registering new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission. Search Features Customers can easily find products using our intuitive search functionality. You can select up to five products to compare item features side-by-side. In the product details of a viewed item, you can also add an item to your favorites list. SHI delivers a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products, contracts, or standard items. Our catalog is updated daily with the latest information from our partners. SHI.com shows product availability, and if the stock is not currently available, the catalog displays an ETA for quantity and time frame for restocking. If the product in question is out of stock, SHI recommends engaging your dedicated SHI account team for further assistance. We may be able to recommend an alternative option that is currently available. For products not listed in the catalog, your sales representatives have the ability to upload a tailored quote to the website. This quotation can be conveniently added to the shopping cart to streamline the ordering process, eliminating the requirement for a separate non-catalog buying procedure. Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications: • Users can save addresses to an address book to easily select the appropriate ship-to address. • Custom Data Collection—we will create fields to collect the information you need about the purchases your employees make (department, project code, cost center, and so on).

		• For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase. • See the freight based on the shipping address entered. Some customers require that additional information be captured with each hardware purchase. Therefore, SHI has designed an "interview page" to collect pertinent information. Order Tracking SHI.com provides a wide range of search options to quickly locate and view order statuses, tracking information, serial numbers, and invoices. Returns Our return process is simple. To request a return, contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number and a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders before receiving returns to expedite the process for the customer. More information and details are available at SHI's Return policy. Approval Routing Only authorized users within your organization can submit orders on SHI.com. However, many of our Public Sector customers allow their employees to request products, but not place orders. To accommodate ordering for those employees, SHI provides approval routing through SHI.com. With support for as many levels as your organization requires, requisitions are forwarded to the appropriate people for approval. Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then be uploaded into SHI's internal order processing system. Reporting The ability to run real-time reports on SHI.com is based on permissions assigned to the usernames; so only authorized users within the organization can run reports. Your SHI account team can also run reports and set up email delivery directly to you. All reports can be set up on a subscription basis and delivered automatically daily, weekly, quarterly, or in whatever frequency you choose. Business intelligence (BI) data is refreshed hourly from our ERP system where the order and invoice data are captured. Data is up to date in BI within one to two hours of when the order is invoiced in our ERP system. Customization SHI adds relevant content to the website regularly and offers tremendous customization. On your SHI.com homepage, we can display your logo, welcome messaging, highlight featured products and company standards. Also, the News and Announcement section can provide pertinent product announcements, end-of-life information, support information, promotions, webinars or unique event invitations, and other industry news that may be of interest to your organization. SHI will notify your procurement team of any information before it gets posted. Communication with your Account Executive will enable blanket purchase orders to be built into our internal AX application and customized messages to be displayed on the website. Additional customization includes: • Set up users by groups: Purchasers, IT Department, Accounting. • Custom Checkout and Pre-loaded address list. • Setup basic Approval Routing. • Create custom product configurations. Training To better help your organization use the many features SHI.com has to offer, SHI's ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with Sourcewell to determine the training program and schedule that works best for you.

Table 16A: Category 2 - 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
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	(•) Yes ( ) No	These products and services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	(•) Yes ( ) No	These products are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	SHI's security experts help customers understand the components of a Zero Trust program, how they fit together, and what technologies support it, and then help them select those technologies based on deep technical proficiency. Zero Trust assessments cover the customer's entire environment from their end-users, devices, networks, and applications to data. Benefits of a Zero Trust program: • Improve overall security posture • Improve end-user experience and productivity • Transform the way security teams work together • Simplify the security stack • Optimized security costs

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	SHI Security Solution Architects (SSA) are responsible for the delivery of security practice-specific project-based client engagements. The SSA evaluates client business and technical requirements and develops enterprise-wide critical security control-based solutions. With an average of 8-20 years of industry experience, the SSAs serve in different roles within organizations and have acquired a diverse security background formulated from business verticals such as financial, automotive, insurance, life science, technology, and public sector establishments. Our SSA team members' expertise includes policy and procedural development aligned with industry frameworks and supporting industry compliance regulations such as, but not limited to, ISO 27001, NIST/FISMA, HIPAA, CJIS, and PCI standards. Delivery formats provided as a part of our engagement strategy include security workshops, architecture rationalization capability, and recommendation and roadmap development. Team members hold an average of two to five certifications, such as, but not limited, to: • Certified Information Security Manager/Auditor (CISM/CISA) • SANS Global Information Assurance Certification (GIAC; GSEC; GCIH; GICSP; GPEN) • Certified Information Systems Security Professional (CISSP) • Certified Ethical Hacker (CEH) • Information Technology Infrastructure Library (ITIL v3) • Certified Cloud Security Professional (CCSP) • Over 100 Industry Partner Certifications including but not limited to: CISCO (CCIE); (CCNP); Palo Alto (PCNSE); Fortinet (NSE) Checkpoint (CCSE) and many others. SHI will also assign a Project Manager (PM) to manage the overall delivery of each project. Our qualified Project Managers cover all aspects of formal project management, from the "initiating" phase through "closing". Please see attachment titled "SHI Technical Certifications."
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	Please see attachment titled "SHI Technical Certifications."
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	SHI's cloud support services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you stay on track with a secure, cost-efficient, and optimized cloud environment. Our certified solutions architects and technical consultants combine their expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies. Our support services include: • Cloud Platform(s) Service Onboarding: Cloud adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges while guiding best practices. • Net Terms Billing: Organizations need flexible payment terms to consider their financial options, including capital expenditure (CAPEX) vs. operational expenditure (OPEX) financial models, extended net term billing and financing opportunities, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provides a variety of billing options that fit your specific needs. • Reporting and Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view and provide a guided analysis based on years of consulting experience helping clients implement cloud solutions. • Always Available Support: When you have a critical issue, you must trust that you can count on world-class customer support for your cloud solution. Our cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey. • Cloud Spend Optimization: Cloud costs do not have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure. • Advisory Services: Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you. • Volume Licensing Expertise: We can help you move your licenses to the cloud, select the right buying programs, maintain licensing compliance, and limit the risk of audits. Our licensing experts will identify, monitor, and optimize your software assets to

ensure you receive the most value in your IT investment.

SHI support services and managed services are broken down into four categories – migrate, optimize, modernize, and manage—and no matter what stage you are in your cloud journey, SHI's cloud-certified experts can help you accomplish your goals.

Migrate
Cloud-based solutions have changed the dynamics of pre-sales, acquisition, and ongoing IT management. To keep up with growing demand and emerging technology, SHI has developed processes and support to address cloud consumption-based models, and we have resources dedicated to emerging partners to help our customers realize their single-cloud, multi-cloud, or hybrid-cloud strategy faster and more cost-effectively. SHI offers the following services for cloud migration:
- Assessments: Understand the costs of moving to public cloud for server infrastructure and licensing.
- Landing Zones: A solid foundation built within the cloud, using code as infrastructure.
- Lift and Shift Migration: Helps customers migrate to the cloud quickly and easily, by taking existing virtual infrastructure and moving it to the cloud with minimal modifications.
- Data Center Evacuation: Enables organizations to rapidly evacuate data, migrating to cloud infrastructure.

Optimize
SHI offers a selection of cloud optimization services ranging from a high-level summary of potential savings to a managed service. These services enable organizations to improve cloud governance as well as identify and remediate cloud waste to save between 30 and 50 percent of their cloud spend. SHI provides the following services and benefits as a support or a managed service:
- Summary of potential savings
- Access to optimization platform
- Technical support for optimization platform
- Management of reserved instances
- Management of savings plans
- Regular meetings to review optimization recommendations
- Custom reporting
- Technical guidance on application refactoring to reduce cost (managed only)
- Implementation of recommendations (managed only)

*Frequency of cadence meetings and level of customization depend on the monthly consumption.

Modernize
SHI helps customers modernize cloud infrastructure through automation, DevOps, refactoring, and re-platforming. Our process begins with a discovery of your people, process, and technology and includes the following services for cloud modernization:
- Cloud Architecture Reviews: Align your organizational priorities when building secure software from the ground up. Identify and highlight all security weaknesses or critical issues in your applications.
- Automation: Work within the confines of instructions, tools, and frameworks to carry out tasks with little to no human intervention.
- Containers/Kubernetes: Decouple applications from underlying host infrastructure using a ready-to-run software package, containing everything needed to run an application: the code and any runtime required, application and system libraries, and default values for essential settings. This makes deployment easier in different cloud environments.
- DevOps: Combine development and operation to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- Re-factor and Re-platform: Modify applications or migrate to an alternate platform to better support cloud-based operations.

Manage
SHI helps organizations monitor, secure, and manage their cloud environment, allowing customers more time to focus on innovation and business objectives. SHI can manage patching, monitoring, and uptime, providing consistent support in the case of employee turnover. This solves the knowledge gap as skillsets evolve into cloud operations and provides cost savings compared to direct vendor support. Organizations can expect a named technical account manager (TAM), 24/7 support, and incident and service request management.

94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	No matter where you are in your cloud journey, from your first venture into the cloud to optimizing or refactoring existing applications, SHI's cloud experts can help make your cloud strategy smarter, more agile, and better value for money. SHI's cloud practice provides customers with infrastructure from major Cloud Service Providers (CSPs)—Microsoft Azure, Amazon Web Service (AWS), and Google Cloud Platform (GCP)—utilizing a wide range of configurations, including private, on-premises, public, hybrid, and multi-cloud. In addition, we can offer end-to-end consulting services to help you assess, design, build, migrate, optimize, modernize, and manage your cloud environment. With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcewell members drive positive business outcomes as they work to streamline their cloud configuration. Partnering with SHI can help modernize data center and cloud architecture, connect and collaborate with your workforce, secure your environment, and optimize your procurement processes.

Table 17A: Category 3 - 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
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.

Table 178: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications: • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications: • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 Departments in the scope: • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing As an ISO 9001:2015 registered company (except for design), SHI commits to maintaining our customers as the center of our business, understanding our customers' requirements, and meeting and exceeding those requirements in delivering configurable hardware products. SHI brings broad knowledge based on our customer and partner experiences and our desire to drive constant improvements across SHI to continue to deliver the excellence in execution required by our customers.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	SHI, along with our partner network, can perform Three Pass Data Erasure that is DoD or NIST standard 800-88 compliant depending on the customer requirements. We also provide asset recovery/remarking, hard drive destruction (HDD) shredding, certificates of destruction, EPA-compliant asset disposal, chain of custody reporting, and hardware redeployment.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - SHI Response- Sourcewell Financial information.pdf - Wednesday December 13, 2023 18:22:52
- Marketing Plan/Samples - SHI Marketing Samples.zip - Thursday December 14, 2023 09:30:41
- WMBE/MBE/SBE or Related Certificates - SHI Response- Sourcwell MWBE.pdf - Thursday December 14, 2023 12:24:09
- Warranty Information (optional)
- Standard Transaction Document Samples - SHI Response- Sourcewell Standard Transaction Document Samples.zip - Monday December 18, 2023 10:32:32
- Requested Exceptions - RFP_121923_Technology_Products_Contract_Template (12.18.23).docx - Monday December 18, 2023 15:58:06
- Upload Additional Document - SHI Response- Additional Documents.zip - Monday December 18, 2023 16:22:15
- Pricing - Category 1 - SHI Sourcewell Pricing 121923.pdf - Monday December 18, 2023 10:09:12
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

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. - Maya Lynch, Proposal Specialist, SHI International Corp.

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_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☑	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☑	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☑	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☑	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☑	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☑	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☑	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☑	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☑	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☑	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☑	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☑	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☑	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☑	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☑	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☑	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☑	1

Docusign Envelope ID: FF61F54D-C7EF-4E66-AFF2-4E568732A6C8

AMENDMENT #1
TO
CONTRACT # 121923-SHI

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the "AWS Terms") contained at this link: https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

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

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 11/7/2024 | 1:00 PM CST

SHI International Corp.

By: DocuSigned by: Kristina Mann EA418E789F09404...

Kristina Mann, Sr. Manager - Contracts

Date: 11/7/2024 | 1:38 PM EST

DocuSign Envelope ID: B6E1151C-1F5A-4494-A227-2EDA0FCA6D54

Alternate Contract Source (ACS)
No. 43230000-23-NASPO-ACS
For
Software Value Added Reseller

This Alternate Contract Source No. 43230000-23-NASPO-ACS Software Value Added Reseller (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and SHI International Corp. (Contractor), located at 290 Davidson Avenue, Somerset, NJ 08873 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of the Department of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Arizona competitively procured Software Value Added Reseller services and executed Contract No. CTR060028, Software Value-Added Reseller (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Contract became effective April 25, 2022, and its term currently ends on April 24, 2027. The Master Contract has two (2) one-year renewals available. The Contract will become effective on April 1, 2023, or on the date signed by all Parties, whichever is later. The Contract will expire on April 24, 2027, unless terminated earlier or renewed in accordance with Exhibit A, Special Contract Conditions.

2. **Scope**

This Contract includes the entire scope of the products and services available through the Master Contract, for which the Contractor is acting as a reseller for the software and services provided by the applicable software publishers. The Contractor is authorized through the

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Master Contract to act as a reseller for the software and services provided by the software publishers in Category I – General software and Category II – Microsoft-only software.

3. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions
c) Exhibit B: Special Contract Conditions
d) Exhibit C: Price Sheet
e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the mutually agreed upon terms and conditions included in any contract or purchase orders issued pursuant to this Contract.

5. Primary Contacts.

Department's Contract Manager:
Evan McLaughlin
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: 850-487-9847
Email: evan.mclaughlin@dms.fl.gov

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Contractor's Contract Manager:
Kristina Mann
Senior Manager - Contracts
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Telephone: 888-764-8888
Email: Kristina_Mann@SHI.com

6. SVAR Requirements.

The Contractor shall provide Customers with any requested information pertaining to accessible electronic information and information technology products to assist the Customer's compliance with Chapter 282, F.S. and rules promulgated therefrom, including Rule Chapter 60-8, Florida Administrative Code.

7. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

SHI INTERNATIONAL CORP.

DocuSigned by:
Kristina Mann
EA418E789F09404...

Kristina Mann

Sr. Manager - Contracts

Date: 4/6/2023 | 9:48 AM EDT

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
5E91A9D369EB47C...

Pedro Allende
Secretary

Date: 4/12/2023 | 9:10 PM EDT

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Preferred Pricing Affidavit: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.

D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

E. Punchout Catalog and Electronic Invoicing.
   The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

   Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's

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punchout catalog site and the shopping cart (full of Products) is “brought back” to MFMP. No orders are sent to a supplier when the user exits the supplier’s punchout catalog site. Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purpose of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department’s Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State’s fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department’s Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority

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business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

G. Financial Consequences: The Department or Customer, where applicable, reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late
Contractor will provide timely acknowledgement and responses to Customer Inquiries	All Customer inquiries will be acknowledged and responded to timely	• Initial responses to Customer inquiries are due within 1 business day • If the Contractor's initial response does not resolve the Customer inquiry, a follow-up response to the inquiry is due to Customer no later than 3 business days following the initial response until inquiry is resolved, unless otherwise agreed upon by Customer and Contractor.	$150 per occurrence

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Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will provide timely and accurate invoicing to Customers	All Customer invoices will be provided timely and accurately upon Customer acceptance of delivery	• Invoices are due to be submitted to Customers no later than 30 calendar days after Customer acceptance. • Invoices requiring correction are due to be resubmitted to Customers within 30 calendar days after notification of inaccurate invoice.	$100 per calendar day late up to $1,000

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings, which the Contractor may attend remotely. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

a. Contract compliance
b. Contract savings (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

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2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit anymonthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

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5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all third party fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or to the extent caused by any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by

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the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public

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agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and applicable attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.4.1 Ownership
If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries
If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract specifically for the Customer, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract specifically for the Customer.

8.4.3 Copyrightable Works
If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, all copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

11.3.2 Liquidated Damages
The Customer and the Contractor may negotiate terms of liquidated damages at the point of purchase related to how the Contractor's delayed performance will damage the Customer, but by their nature such damages are difficult to ascertain. Accordingly, the negotiated liquidated damages provisions will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may

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conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon thirty (30) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

New Commerce Experience Transfer Request Form

Eligible Programs:

CSP New Commerce Experience (NCE) subscriptions only. Legacy CSP subscriptions must first be migrated to NCE with the current partner before being eligible for transfer.

Agreement Terms and Discounts:

Any custom terms and discounts provided by the current partner will not be transferred.

Support:

Support provided by the current partner will not transfer. Once the transfer is completed all support requests must be routed through SHI's 24x7 Service Desk team.

Billing Transfer:

All billing from the effective date of the transfer will be moved to SHI upon successful acceptance of the request by the current partner.

New Contract Transfers:

Any transfers requested in conjunction with the signing of a new contract must be completed within the initial transfer window. The window begins on the day the request is sent from SHI to the current partner, and the current partner has 30 days to complete the transfer.

Should the transfer not be completed during the initial window, SHI will remove our Reseller Relationship tied to the tenant. Any subsequent transfer attempts would only be completed following a re-signing of the transfer form and re-acceptance of the Reseller Relationship and relevant GDAP.

If your subscriptions are eligible for transfer, please provide the following information, any product information on the subsequent page:

Customer Entity Name:	Johnny Saavedra
Customer Email Address:	johnny@nbvillage.com
Current Partner Organization Name:	Insight
Current Partner Microsoft ID:	[redacted]

Customer Signature	**Signature Date**
	Click or tap to enter a date.

Subscription List

Full Official Product Name	Quantity	Term Duration*	Billing Option*
Windows Server 2022 Standard - 8 Core License Pack 3 Year	2	Annual (12 Months)	Upfront
Windows Server 2022 CAL - 1 Device CAL - 3 year	60	Annual (12 Months)	Upfront
		Choose an item.	Choose an item.
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		Choose an item.	Choose an item.

Term Duration and Billing Option cannot be changed from the existing values with the current partner

New Commerce Experience Transfer Request Form

Eligible Programs:

CSP New Commerce Experience (NCE) subscriptions only. Legacy CSP subscriptions must first be migrated to NCE with the current partner before being eligible for transfer.

Agreement Terms and Discounts:

Any custom terms and discounts provided by the current partner will not be transferred.

Support:

Support provided by the current partner will not transfer. Once the transfer is completed all support requests must be routed through SHI's 24x7 Service Desk team.

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If your subscriptions are eligible for transfer, please provide the following information, any product information on the subsequent page:

Customer Entity Name:	Johnny Saavedra
Customer Email Address:	johnny@nbvillage.com
Current Partner Organization Name:	Insight
Current Partner Microsoft ID:	[redacted]

Customer Signature	**Signature Date**
	Click or tap to enter a date.

Subscription List

Full Official Product Name	Quantity	Term Duration*	Billing Option*
Office 365 G3 (Governmental Community Cloud Pricing)	105	Annual (12 Months)	Upfront
Microsoft 365 Copilot GCC for GCC	10	Annual (12 Months)	Upfront
		Choose an item.	Choose an item.
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Term Duration and Billing Option cannot be changed from the existing values with the current partner

Transform your organization with Microsoft subscriptions for GCC-High

Connect, protect, and empower every employee, from the office to the frontline worker, with a subscription plan that enhances productivity and drives innovation.

Microsoft 365
Stay connected and get more done with intelligent apps and experiences, integrated cloud services, and built-in security.

Office 365
Create, share, edit, and collaborate in real time from anywhere on any device with a cloud-based suite of productivity apps and services.

Microsoft Enterprise Mobility + Security (EMS)
Protect and secure your organization and empower your employees to work in new and flexible ways with an intelligent mobility management and security platform.

Windows 11
Benefit from a highly secure and manageable productivity platform that runs on a wide variety of hardware devices or in the cloud.

Jump to section ➔
Microsoft 365 apps | Email, calendar, and scheduling | Meetings, calling, and chat | Intranet and storage | Knowledge, insights, and content | Analytics | Project and task management | Automation, app building, and chatbots | Viva Learning | Information governance | Information protection | Threat protection | Cloud Access Security Broker | Identity and access management | Endpoint and app management | eDiscovery and auditing | Insider risk management | Windows | Add-on subscriptions

	Information Worker Plans										Frontline Worker Plans					
	Microsoft 365				Office 365			Enterprise Mobility + Security		Windows 11	Microsoft 365					Office 365
	G3	G5	G5 Security[1]	G5 Compliance[1]	G1	G3	G5	G3	G5	Enterprise G5	F1	F3	F5 Security[2]	F5 Compliance[2]	F5 Sec+Comp[2]	F3[3]
Microsoft 365 apps																
Desktop client apps[1]	•	•				•	•									
Microsoft 365 for mobile[2]	•	•			•	•	•				Read only	•[3]				•[3]
Install apps on up to 5 PCs/Mac + 5 tablets + 5 smartphones	•	•			•[4]	•	•					•[4]				•[4]
Microsoft 365 for the web	•	•			•	•	•				Read only	•				•
Visio for the web	•	•			•	•	•				Read only	•				•
Microsoft Editor premium features	•	•				•	•									
Multilingual user interface for Microsoft 365 apps	•	•				•	•									
Email, calendar, and scheduling																
Exchange Kiosk (2 GB mailbox)											See footnote 1	•				•
Exchange Plan 1 (50 GB mailbox)					•											
Exchange Plan 2 (100 GB mailbox)	•	•				•	•									
Calendar	•	•			•	•	•				•	•				•
Outlook desktop client	•	•				•	•									
Auto-expanding email archive	•	•				•	•							•	•	
Exchange Online Protection	•	•			•	•	•					•				•
Public folder mailboxes	•	•			•	•	•									
Resource mailboxes	•	•			•	•	•					•				•
Inactive mailboxes	•	•				•	•									

[1] Requires Microsoft 365 G3 (or Office 365 G3 and Enterprise Mobility + Security G3).
[2] Requires Microsoft 365 F1/F3 (or Office 365 F3 and Enterprise Mobility + Security G3).
[3] Not available for new customer purchases in Volume Licensing or Web Direct channels.

Microsoft 365 apps
[1] Includes Word, Excel, PowerPoint, OneNote, Outlook, Access (PC only), and Publisher (PC only).
[2] Includes Word, Excel, PowerPoint, Outlook, and OneNote mobile Apps.
[3] Limited to devices with integrated screens smaller than 10.9".
[4] Mobile apps only.

Email, calendar, and scheduling
[1] Microsoft 365 F1 includes the Exchange Kiosk service plan to enable Teams calendar only. It does not include mailbox rights.

	Information Worker Plans										Frontline Worker Plans					
	Microsoft 365				Office 365			Enterprise Mobility + Security		Windows 11	Microsoft 365					Office 365
	G3	G5	G5 Security[1]	G5 Compliance[1]	G1	G3	G5	G3	G5	Enterprise G5	F1	F3	F5 Security[2]	F5 Compliance[2]	F5 Sec+Comp[2]	F3[3]
Meetings, calling, and chat																
Microsoft Teams	●	●			●	●	●				●	●				●
Unlimited chat	●	●			●	●	●				●	●				●
Online meetings	●	●			●	●	●				●	●				●
Live Events	●	●				●	●									
Webinars	TBD	TBD				TBD	TBD									
Screen sharing and custom backgrounds	●	●			●	●	●				●	●				●
Record meetings	●	●			●	●	●				●	●				●
Priority notifications	●	●			●	●	●				●	●				●
Teams Phone Standard (via Direct Routing)		●					●									
Audio Conferencing (via Direct Routing)	●[1]	●			●[1]	●[1]	●				●[1]	●[1]				●[1]
Intranet and storage																
SharePoint Kiosk (2 GB OneDrive storage)											●[1]	●[1]				●[1]
SharePoint Plan 1[2] (1 TB OneDrive storage)					●											
SharePoint Plan 2[2] (1+ TB OneDrive storage[3])	●	●				●	●									
Content services																
Microsoft Graph API	●	●			●	●	●				●	●				●
Microsoft Search	TBD	TBD			TBD	TBD	TBD				TBD	TBD				TBD
Microsoft Stream (on SharePoint)[1]	TBD	TBD			TBD	TBD	TBD				TBD[2]	TBD[2]				TBD[2]
Microsoft Forms[3]	●	●			●	●	●					●				●
Microsoft Lists	●	●			●	●	●				●	●				●
Delve	Not Planned	Not Planned			Not Planned	Not Planned	Not Planned									

[1] Requires Microsoft 365 G3 (or Office 365 G3 and Enterprise Mobility + Security G3).

[2] Requires Microsoft 365 F1/F3 (or Office 365 F3 and Enterprise Mobility + Security G3).
[3] Not available for new customer purchases in Volume Licensing or Web Direct channels.

[1] Available via the no-cost Audio Conferencing add-on license.

[1] No site mailbox. No personal site.
[2] Includes 10 GB SharePoint storage in addition to 1TB storage provided per organization.
[3] Microsoft will provide up to 5 TB of initial OneDrive storage per user based on the default quota for the tenant. Additional storage can be requested by contacting Microsoft support. Subscriptions for fewer than five users received 1 TB of OneDrive storage that cannot be expanded.

[1] Stream Start Page Experience at launch.
[2] Users can record meetings and consume Stream content but cannot publish to Stream.
[3] Licensed users can create/share/manage forms. Completing/responding does not require a Forms license.



	Information Worker Plans										Frontline Worker Plans					
	Microsoft 365				Office 365			Enterprise Mobility + Security		Windows 11	Microsoft 365					Office 365
	G3	G5	G5 Security[1]	G5 Compliance[1]	G1	G3	G5	G3	G5	Enterprise G5	F1	F3	F5 Security[2]	F5 Compliance[2]	F5 Sec+Comp[2]	F3[3]
Analytics																
Adoption Score	•	•			•	•	•				•	•				•
Compliance Management	•	•			•	•	•				•	•				•
Power BI Pro		•					•									
Viva Insights[1]																
Personal insights in Teams	•	•			•	•	•									
Project and task management																
Microsoft Planner	•	•			•	•	•				•	•				•
Microsoft To Do	•	•			•	•	•					•				•
Automation, app building, and chatbots[1]																
Power Apps for Microsoft 365	•	•			•	•	•					•				•
Power Automate for Microsoft 365	•	•			•[2]	•[2]	•[2]			•[3]		•				•[2]
Dataverse for Teams	•	•			•	•	•					•				•
Information governance																
Manual retention labels	•	•			•	•	•	•	•		•	•				•
Basic org-wide or location-wide retention policies	•	•				•	•							•	•	
Rules-based automatic retention policies		•		•			•							•	•	
Machine Learning-based retention		•		•										•	•	
Teams message retention policies	•	•			•[1]	•	•	•	•		•[1]	•[1]		•	•	•[1]
Records Management		•		•			•							•	•	

[1] Requires Microsoft 365 G3 (or Office 365 G3 and Enterprise Mobility + Security G3).

[2] Requires Microsoft 365 F1/F3 (or Office 365 F3 and Enterprise Mobility + Security G3).
[3] Not available for new customer purchases in Volume Licensing or Web Direct channels.

[1] Requires Exchange Online.

[1] Refer to the licensing FAQs and Licensing Guide at https://docs.microsoft.com/power-platform/admin/powerapps-flow-licensing-faq for details including functionality limits.
[2] Cloud flows only.
[3] Desktop flows only.

[1] 30-day minimum retention period.

	Information Worker Plans										Frontline Worker Plans					
	Microsoft 365				Office 365			Enterprise Mobility + Security		Windows 11	Microsoft 365					Office 365
	G3	G5	G5 Security[1]	G5 Compliance[1]	G1	G3	G5	G3	G5	Enterprise G5	F1	F3	F5 Security[2]	F5 Compliance[2]	F5 Sec+Comp[2]	F3[3]
Information protection																
Azure Information Protection Plan 1[3]	●							●			●	●				
Azure Information Protection Plan 2[3]		●		●					●					●	●	
Manual, default, and mandatory sensitivity labeling in Microsoft 365	●	●				●	●	●	●		●[1]	●				
Automatic sensitivity labeling in Microsoft 365 apps		●		●			●		●					●	●	
Manual labeling with the AIP app and plugin[3]	●	●						●	●		●	●				
Automatic labeling in the AIP plugin[3]		●		●					●					●	●	
Automatic sensitivity labels in Exchange, SharePoint, and OneDrive		●		●			●							●	●	
Default sensitivity labels for SharePoint document libraries		●		●										●	●	
Sensitivity labels based on advanced classifiers (e.g., Trainable Classifiers, EDM, Named Entities, Contextual)		●		●			●							●	●	
Sensitivity labeling for containers in Microsoft 365	●	●				●	●					●				
Basic Message Encryption	●	●				●	●	●[2]	●[2]		●[2]	●				
Advanced Message Encryption		●		●			●							●	●	
Customer Key		●		●			●							●	●	
Personal Data Encryption	●	●								●		●				
Data Loss Prevention (DLP)																
DLP for emails & files	●	●				●	●							●	●	
DLP for Teams chat		●		●			●							●	●	
Endpoint DLP		●		●										●	●	
Threat protection																
Microsoft Defender Antimalware	●	●								●		●				●
Microsoft Defender Firewall	●	●								●		●				
Microsoft Defender Exploit Guard	●	●								●		●				
Microsoft Defender Credential Guard	●	●								●		●				
BitLocker and BitLocker To Go	●	●								●		●				
Microsoft Defender for Endpoint Plan 1	●	●	●													
Microsoft Defender for Endpoint Plan 2		●														
Microsoft Defender for Identity		●	●						●				●		●	
Microsoft Defender for Office 365 Plan 2		●	●				●						●		●	
Microsoft Defender Application Guard for Edge																
Microsoft Defender Application Guard for Office		●	●										●		●	
Safe Documents		●	●										●		●	

[1] Requires Microsoft 365 G3 (or Office 365 G3 and Enterprise Mobility + Security G3).

[2] Requires Microsoft 365 F1/F3 (or Office 365 F3 and Enterprise Mobility + Security G3).

[3] Not available for new customer purchases in Volume Licensing or Web Direct channels.

[1] Microsoft 365 F1 does not include Exchange email service or Microsoft 365 apps.

[2] Does not included Exchange email service.

[3] The AIP Unified Labeling add-in for Office is retiring on April 15, 2024.



	Information Worker Plans										Frontline Worker Plans					
	Microsoft 365				Office 365			Enterprise Mobility + Security		Windows 11	Microsoft 365					Office 365
	G3	G5	G5 Security[1]	G5 Compliance[1]	G1	G3	G5	G3	G5	Enterprise G5	F1	F3	F5 Security[2]	F5 Compliance[2]	F5 Sec+Comp[2]	F3[3]
Cloud access security broker																
Microsoft Defender for Cloud Apps		●	●	●					●				●	●	●	
Microsoft Defender for Cloud Apps Discovery	●	●						●	●		●	●				
Office 365 Cloud App Security							●									
Identity and access management																
Microsoft Entra ID[1] Plan 1[2]	●							●			●	●				
Microsoft Entra ID[1] Plan 2[2]		●	●						●				●		●	
User Provisioning	●	●	●		●	●	●	●	●		●	●	●		●	●
Cloud user self-service password change	●	●	●		●	●	●	●	●		●	●	●			●
Cloud user self-service password reset	●	●	●					●	●		●	●	●		●	
Hybrid user self-service password change/reset with on-premises write-back	●	●	●					●	●		●	●	●		●	
Advanced Security Reports	●	●	●					●	●		●	●	●		●	
Multi Factor Authentication	●	●	●		●	●	●	●	●		●	●	●		●	●
Conditional Access	●	●	●					●	●		●	●	●		●	
Risk Based Conditional Access / Identity Protection		●	●						●				●		●	
Privileged Identity Management		●	●						●				●		●	
Access Reviews		●	●						●				●		●	
Entitlement Management		●	●						●				●		●	
Microsoft 365 Groups	●	●			●	●	●				●	●				●
Single sign-on (SSO)	●	●			●	●	●	●	●		●	●	●		●	●
DirectAccess supported	●	●								●		●				
Windows Hello for Business	●	●								●		●				
Microsoft Advanced Threat Analytics	●	●						●	●		●	●	●		●	
Endpoint and app management																
Microsoft Intune Plan 1	●	●						●	●		●	●				
Mobile Device Management	●	●			●	●	●	●	●	●	●	●				●
Mobile application management	●	●						●	●	●	●	●				
Windows Autopilot	TBD	TBD						TBD	TBD		TBD	TBD				
Group Policy support for Windows	●	●								●		●				
Group Policy support for Microsoft 365 Apps	●	●				●	●									
Cloud Policy service for Microsoft 365	●	●			●[1]	●	●					●[1]				●[1]
Shared computer activation for Microsoft 365 apps	●	●				●	●									
Endpoint Analytics	●	●						●	●		●	●				

[1] Requires Microsoft 365 G3 (or Office 365 G3 and Enterprise Mobility + Security G3).

[2] Requires Microsoft 365 F1/F3 (or Office 365 F3 and Enterprise Mobility + Security G3).
[3] Not available for new customer purchases in Volume Licensing or Web Direct channels.

[1] Formerly Azure Active Directory Premium
[2] Learn about known limitations in Azure Government for Microsoft Entra ID Premium P1 and P2.

[1] Limited to policies for web apps.

	Information Worker Plans										Frontline Worker Plans					
	Microsoft 365				Office 365			Enterprise Mobility + Security		Windows 11	Microsoft 365					Office 365
	G3	G5	G5 Security[1]	G5 Compliance[1]	G1	G3	G5	G3	G5	Enterprise G5	F1	F3	F5 Security[2]	F5 Compliance[2]	F5 Sec+Comp[2]	F3[3]
eDiscovery and auditing																
Content Search	•	•		•	•	•	•				•	•				•
eDiscovery (Standard) (including Hold and Export)	•	•		•		•	•							•	•	
Litigation Hold	•	•				•	•							•	•	
eDiscovery (Premium)		•		•			•							•	•	
Audit (Standard)	•	•			•	•	•				•	•				•
Audit (Premium)		•		•			•							•	•	
Insider risk management																
Microsoft Purview Insider Risk Management		•		•										•	•	
Communication Compliance		•		•			•							•	•	
Information Barriers		•		•			•							•	•	
Customer Lockbox		•		•			•							•	•	
Windows																
Windows 11 Edition (EA only)	Enterprise	Enterprise								Enterprise		Enterprise				
Azure Virtual Desktop	•	•								•		•				
Universal Print[1]	•	•								•		•				

[1] Requires Microsoft 365 G3 (or Office 365 G3 and Enterprise Mobility + Security G3).

[2] Requires Microsoft 365 F1/F3 (or Office 365 F3 and Enterprise Mobility + Security G3).
[3] Not available for new customer purchases in Volume Licensing or Web Direct channels.

1 100 print jobs per month for each Microsoft 365 G3/G5 license

Add-on subscriptions

Expand the power and security of your Microsoft 365 plans with these additional options.

● = Included
◐ = Partially included
\+ = Can be added
N/A = Not available

	Information Worker Plans					Frontline Worker Plans		
	Microsoft 365		Office 365			Microsoft 365		Office 365
	G3	G5	G1	G3	G5	F1	F3	F3
Security and Compliance								
Microsoft 365 G5 Security	+	●	N/A	N/A	N/A	N/A	N/A	N/A
Microsoft 365 G5 Compliance	+	●	N/A	N/A	N/A	N/A	N/A	N/A
Microsoft 365 G5 Info Protection and Governance	+	◐	+[1]	+[1]	◐+[1,2]	+	+	+[1]
Microsoft 365 G5 Insider Risk Management	+	◐	+	+	◐+[3]	+	+	+
Microsoft Purview Insider Risk Management forensic evidence[8]	N/A	+	N/A	N/A	N/A	N/A	N/A	N/A
Microsoft 365 G5 eDiscovery and Audit	+	◐	+	+	◐	+	+	+
Microsoft 365 F5 Security	N/A	N/A	N/A	N/A	N/A	+	+	+[4]
Microsoft 365 F5 Compliance	N/A	N/A	N/A	N/A	N/A	+	+	+[4]
Microsoft 365 F5 Security + Compliance	N/A	N/A	N/A	N/A	N/A	+	+	+[4]
Microsoft 365 F5 Information Protection and Governance	N/A	N/A	N/A	N/A	N/A	+	+	+[4]
Microsoft 365 F5 Insider Risk Management	N/A	N/A	N/A	N/A	N/A	+	+	+[4]
Microsoft 365 F5 eDiscovery and Audit	N/A	N/A	N/A	N/A	N/A	+	+	+[4]
Microsoft Defender for Identity	+	●	+	+	+	+	+	+
Microsoft Defender for Office 365 Plan 1	+	●	+	+	●	+	+	+
Microsoft Defender for Office 365 Plan 2	+	●	+	+	●	+	+	+
Microsoft Defender for Cloud Apps	+	●	+	+	+	+	+	+
Microsoft Defender for Endpoint Plan 1	●	●	+	+	+	+	+	+
Microsoft Defender for Endpoint Plan 2	+	●	+	+	+	+	+	+
Microsoft Defender for Endpoint for servers[5]	+	●	+	+	+	+	+	+
Premium Assessments add-on for Compliance Manager[6]	+	+	+	+	+	+	+	+
Priva Privacy Risk Management	+	+	+	+	+	N/A	N/A	N/A
Priva Subject Rights Requests	+	+	+	+	+	N/A	N/A	N/A
Microsoft Purview Data Loss Prevention (for email and files)	●	●	+	●	●	N/A	+	+
Exchange Archiving	●	●	+	●	●	N/A	+	+
Microsoft Entra ID Plan 1[7]	●	●	+	+	+	●	●	+
Microsoft Entra ID Plan 2[7]	+	●	+	+	+	+	+	+
Microsoft Intune Plan 1	●	●	+	+	+	●	●	+
10-year Audit Log Retention	N/A	+	N/A	N/A	+	N/A	N/A	N/A

[1] Requires EMS E3/G3 or Azure Information Protection Plan 1 standalone.

[2] Office 365 G5 includes the DLP for Teams chat, Rules-based auto classification, advanced Information Governance, Advanced Message Encryption, and Customer Key value of Microsoft 365 G5 Information Protection and Governance but does not include Microsoft Defender for Cloud Apps or Machine Learning-based auto classification.

[3] Office 365 G5 includes the Communication Compliance, Information Barriers, Customer Lockbox, and Privileged Access Management value of M365 G5 Insider Risk Management but does not include the full Insider Risk Management solution.

[4] Requires EMS E3 (K).

[5] Separate license required for each OSE (e.g., servers or virtual machines). See OSE definition in the Product Terms glossary.

[6] Get details on available assessments.

[7] Learn about known limitations in Azure Government for Microsoft Entra ID Premium P1 and P2. (formerly Azure Active Directory Premium)

[8] Requires Microsoft 365 G5, Microsoft 365 G5 Compliance, or Microsoft 365 G5 insider Risk Management.

Add-on subscriptions

● = Included
◐ = Partially included
+ = Can be added
N/A = Not available

	Information Worker Plans					Frontline Worker Plans		
	Microsoft 365		Office 365			Microsoft 365		Office 365
	G3	G5	G1	G3	G5	F1	F3	F3
Teams services								
Teams Premium	+	+	+	+	+	+	+	+
Audio Conferencing (Direct Routing)[1]	+	•	+	+	•	+	+	+
Teams Phone Standard (Direct Routing)[2]	+	•	+	+	•	+	+	+
SharePoint and storage								
SharePoint Advanced Management	+	+	+	+	+	+	+	+
Extra Graph Connector Capacity	+	+	N/A	+	+	N/A	N/A	N/A
Office 365 Extra File Storage	+	+	+	+	+	+	+	+
Power Platform								
Power BI Pro	+	•	+	+	•	+	+	+
Power BI Premium	+	+	+	+	+	+	+	+
Power Apps per-app (1 app/user/month)	+	+	+	+	+	+	+	+
Power Apps per-user (unlimited apps/user/month)	+	+	+	+	+	+	+	+
Power Automate per-user (unlimited flows + 5K AI Builder credits/user/month)	+	+	+	+	+	+	+	+
Power Automate per-user w/ Unattended RPA (unlimited flows + 5K AI Builder credits/user/month)	+	+	+	+	+	+	+	+
Power Automate per-flow (5 flows/month for unlimited users)[1]	+	+	+	+	+	+	+	+
Windows								
Universal Print Volume Add-on	+	+	N/A	N/A	N/A	N/A	+	N/A

[1]Initial minimum purchase requirement of 5 licenses.

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Publish date: March 1, 2024

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Richard Weissman,

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF BALLISTIC SHIELDS AND RELATED EQUIPMENT FROM TACTICAL EDGE CONSULTING, LLC IN AN AMOUNT NOT TO EXCEED $27,050.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the purchase of ballistic shields for the Police Department from Tactical Edge Consulting, LLC, in the amount of $27,050.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to purchase five (5) ballistic shields for the Police Department.

Ballistic shields are essential safety equipment for officers responding to incidents involving potentially armed subjects, including situations such as armed robberies and active shooter calls. The shield enables officers to safely advance toward a scene by providing protection to the head and torso, while still allowing them to return fire when necessary.

The Police Department Armorer evaluated multiple ballistic shields and reviewed ballistic testing data conducted by the Miami-Dade Sheriff's Office. Based on this evaluation, the Marrero Ballistic Shield was determined to be the product that best meets the operational needs of the Department. In the State of Florida, the Marrero Ballistic Shield is exclusively available through Tactical Edge Consulting, LLC.

The purchase of the ballistic shields will be fully funded through a Forfeiture Funds transfer previously approved by the Village Commission at the October 21, 2025 Regular Commission

Meeting. This expenditure will have no impact on the General Fund and will result in no cost to taxpayers.

It is recommended that the Village Commission approve the purchase of the ballistic shields for the Police Department operations from Tactical Edge Consulting, LLC in the amount of $27,050.00.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Funded by Forfeiture Funds
Fund Name: Machinery & Equipment
GL Line-Item Number: 107-21-521-6430
Total Budget Allocated: $704,700
Encumbered Amount: 0
Requested Amount: $27,050
Remaining Balance: $676,950

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Ballistic Shield Purchase (Sole Source).DOCX
Tactical Edge Proposal 2025-94 -PD.pdf
Sole Source Letter.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF BALLISTIC SHIELDS AND RELATED EQUIPMENT FROM TACTICAL EDGE CONSULTING, LLC IN AN AMOUNT NOT TO EXCEED $27,050.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to authorize the expenditure of Village funds for the acquisition of ballistic shields to facilitate the provision of day-to-day operations of the Village's Police Department; and

WHEREAS, the Village's Police Department evaluated the equipment that is available on the market and determined through these evaluations that the ballistic shields products by Marrero Armor LLC (the "Equipment") best meets the operational needs of the Village's Police Department; and

WHEREAS, Tactical Edge Consulting, LLC (the "Vendor"), an authorized sole source sales representative for the Equipment, provided a quote for the Equipment attached hereto as Exhibit "A" in the amount of $27,050.00 (the "Quote"); and

WHEREAS, Section 36.25(H) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required purchase; and

WHEREAS, the Village has budgeted forfeiture funds for the purchase of the Equipment; and

WHEREAS, pursuant to Section 36.25(H) of the Village Code, the Village Commission desires to approve the purchase of the Equipment in the amount of $27,050.00 utilizing federal police forfeiture funds; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** That the Village Commission hereby approves the purchase of the Equipment from the Vendor in the amount of $27,050.00 consistent with the Quote attached hereto as Exhibit "A.

Section 3. **Authorization.** The Village Commission further authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, and to take any such further action as may be necessary to implement the purpose and provisions of this Resolution, including the expenditure of budgeted funds, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. **Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND RELIANCE OF NORTH BAY VILLAGE:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Date:	**18-Dec-25**
Quote #:	**2025-94**

Tactical Edge Consulting, LLC
18495 S Dixie Highway PMB #452
Cutler Bay, FL 33157

QUOTE / PROPOSAL

Initated By:	Francis Rego
Phone:	786-205-5595
Email	rego@tacticaledge-consulting.com

Customer:	North Bay Village Police Department
Phone:	305-582-1546
Email:	mcasais@nbvillage.com
Valid Date:	UNTIL 03/30/2026

Quantity	Description	Unit Price	Extended Price
5	Marrero Armor, Type III Double Cutout - 20x30 w/Viewport, #T20302	$ 4,550.00	**$ 22,750.00**
5	Marrero Armor, Tactical Shield Cover, Double Cutout, Black, 20x30, #MAC-20301	$ 165.00	**$ 825.00**
5	FoxFury Taker B30 Ballistic Shield Light - 1,000 Lumen	$ 345.00	**$ 1,725.00**
5	Installation of FoxFury B30 Shield Light- includes batteries and pouch	$ 100.00	**$ 500.00**
5	Shipping	$ 250.00	**$ 1,250.00**
		TOTAL	**$ 27,050.00**

Please attach a copy of this quote with your order to ensure proper billing.

Thank you for your Business.

16055 North Dial Blvd., Suite 7
Scottsdale, AZ 85260
www.marreroarmor.com | 602.570.1766

January 12, 2026

From: Marrero Armor, LLC
To: Whom It May Concern

Subj: Sole Source Letter to Tactical Edge Consulting LLC for Marrero Armor LLC's Brand Product Lines

Effective as of the date on this letter, this certifies that Tactical Edge Consulting, LLC is an authorized sole source sales representative for the product lines of Marrero Armor LLC. This sole source designation for Tactical Edge Consulting, LLC continues through the calendar year, ending on December 31, 2026, unless otherwise notified by Marrero Armor.

Please accept this letter as confirmation that Marrero Armor LLC, an Arizona based company, is the sole manufacturer of Marrero Armor product offerings that includes hard body armor, soft body armor, ballistic shields and related accessories as noted below:

Marrero Armor Ballistic Shield

- Multi-hit, made in the USA
- Levels IIIA and Level III, with following features and options:
  - Available in either a 3.5 psf (Tactical series) or 2.5 psf (Lightweight series) models;
  - Available in either Double Cutout (DCO) or Rectangle (R) design;
  - Hardened bolts and washers;
  - 4" x 6" clear viewport with a V50 NIJ rating of over 3,200 fps;
  - Tri-Grip handle;
  - Tactical cover with MOLLE webbing on the front and back for tactical carry of accessories, Velcro ® patches that serve the dual purpose of protecting the viewport and identifying the agency with embroidered "POLICE", SHERIFF" etc.;
  - Lighting systems with ambidextrous control switch on shield handle;
  - Polyurea coating.

Marrero Armor Ballistic Body Armor Plate

- NIJ Standard 0101.06 Certified (10 yr: 300LW and RF2001)
- Multi-hit, made in the USA
- Level IIIA and Level III
- Available in either a 4.5 psf (Tactical, special threat tested), 3.5 psf (Tactical series) or 2.5 psf (Lightweight series) models

MARRERO ARMOR

16055 North Dial Blvd., Suite 7
Scottsdale, AZ 85260
www.marreroarmor.com | 602.570.1766

- Positive buoyancy (Lightweight series)
- Polyurea coating

All Marrero Armor products are made in the United States of America and come with a 5 or 10-year warranty depending on product type. Our models 300LW and RF2001 hard armor plates carry a 10-year warranty and are NIJ Standard 1010.06 qualified.

If there are questions pertaining to this designation, please direct them to the signatory below at this email: info@marreroarmor.com.

Respectfully,

Brian T. Beckwith
President
Marrero Armor LLC

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Richard Weissman,

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PACKETALK LLC FOR THE PURCHASE OF AUTOMATED LICENSE PLATE READER SYSTEM IN AN AMOUNT NOT TO EXCEED $142,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the purchase of the Automated License Plate Reader System from Packetalk in the amount of $142,000.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission approval to procure the Automated License Plate Reader System from Packetalk in amount of $142,000.

The North Bay Village Police Department (NBVPD) is committed to ensuring the safety and security of the community by leveraging advanced technology. The current Automated License Plate Reader (ALPR) system consists of a single camera located at the Village's west entrance, which is now at end-of-life and nearing obsolescence.

To enhance public safety and operational effectiveness, the Police Department proposes installing ALPR cameras at all Village entry points and at each entrance to the three Islands. These cameras will capture license plates of vehicles entering and exiting, provide real-time monitoring, and enable rapid identification of criminal activity, thereby supporting the Police Department's mission to combat crime and maintain quality of life.

Summary of Key Proposal Highlights:
* 7 License Plate Readers

* 1 4K ALPR camera and 1 4K HD 180-degree situational awareness camera
* Modems
* 5 years maintenance and support, system setup, and installation.
* Upgrades to the 2 existing Video Message Boards.
* All ALPR user and software licenses for the life of the cameras.

The purchase of the ALPR will be fully funded through a Forfeiture Funds transfer previously approved by the Village Commission at the October 21, 2025, Regular Commission Meeting. This expenditure will have no impact on the General Fund and will result in no cost to taxpayers. The Packetalk ALPR system is a sole-source solution due to its proprietary technology.

Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute an Agreement for the purchase of the Automated License Plate Reader (ALPR) System in the amount of $142,000

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Police Department - Machinery & Equipment-Forfeiture Fund
GL Line-Item Number: 107-21-521-6430
Total Budget Allocated: $ 704,700
Encumbered Amount: 0
Amount Requested: $ 142,000
Remaining Balance: $ 534,950

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution -ALPR Purchase (Waiving Bidding).DOCX
Exhibit A-Packetalk Proposal.pdf
Packetalk Sole Source Letter 2.9.26.docx

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PACKETALK LLC FOR THE PURCHASE OF AUTOMATED LICENSE PLATE READER SYSTEM IN AN AMOUNT NOT TO EXCEED $142,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to implement a automated license plate recognition/license plate reader system ("ALPR") to enhance public safety and facilitate the provision of day-to-day operations of the Village's Police Department; and

WHEREAS, the Village's Police Department evaluated the equipment that is available on the market and determined through these evaluations that the ALPR equipment known as Morris Countywide Packetalk's Smart ALPR Ecosystem, inclusive of hardware and software licenses (the "ALPR System") by Packetalk LLC (the "Vendor"), best meets the operational needs of the Village's Police Department; and

WHEREAS, the Vendor has provided a quote for the ALPR System attached hereto as Exhibit "A" in the amount of $142,000.00 (the "Quote"); and

WHEREAS, the Vendor is the sole source of the ALPR System; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to authorize the Village Manager to negotiate and execute an agreement with the Vendor for the purchase of the ALPR System in the amount of $142,000.00 consistent with the Quote attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Authorization.** That the Village Commission hereby authorizes the Village Manager to negotiate and execute an agreement with the Vendor for the purchase of the ALPR System in the amount of $142,000.00 consistent with the Quote attached hereto as Exhibit "A," and to take any such further action as may be necessary to implement the purpose and provisions of this Resolution, including the expenditure of budgeted funds, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. **Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this ___ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND RELIANCE OF NORTH BAY VILLAGE:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Quote

163 Stuyvesant Avenue
Lyndhurst NJ 07071
T: 201.355.3323

F: 201.603.6405
W: packetalk.net

Date	1.7.25
Quote#	1886762
For:	

Client

North Bay Village Police Department
Miami Dade County
1666 Kennedy Causeway Suite 300
North Bay Village, FL.33141
954-374-8639
Attention - Deputy Chief Samuel Bejar

North Bay Village Police Department	Quantity	Unit Cost	Total
Packetalk PT14000-ALPR4	7	$12,000	$ 84,000.00
Craddlepoint 900 Modems			
Quote includes all ALPR user and software licenses for life of cameras			
This quote includes 5 years maintenance and support, system setup and installation			
This quote includes 1 4k ALPR camera and 1 4k HD 180 degree situational awareness camera			
Packetalk Video Message Board retrofit	2	$ 29,000.00	$ 58,000.00
Includes 1 ALPR PTZ, 1 36X PTZ for situational awareness, batteries, solar control charger and Packetalk			
onboard solar SNMP system			
Quote includes all ALPR user and software licenses for life of cameras			
*** Video retention is for 90 days ****			
*** ALPR data retention is for 3 years***			
Agency is responsible for sim card and cellular services***			

Make all checks payable to Packetalk. If you have any questions concerning this invoice, contact us at (201) 355.3323. **Thank you for your business!**

List Price	$ 142,000.00
Less Discount	
Total	$ 142,000.00

Approved By _____

Signature: _____
Title: _____

February 9, 2026

North Bay Village

Proprietary and sole source hardware and software

This letter serves as a sole source document for the below listed Packetalk services and products collectively known as North Bay Village's Smart ALPR Ecosystem:

Proprietary and sole source hardware and software

1. **Packetalk INAAP ALPR software suite** (This is Packetalk designed, and we are the only company in the world that offers this software suite. This cannot be purchased from any other company)

2. **Packetalk NCIC public safety Alert System** (This Alert System is Packetalk designed, and we are the only company in the world that offers this specific Alert System. This cannot be purchased from any other company)

3. **Packetalk's PTVAS video analytics system and video retention algorithm** (This was specifically designed for Packetalk customers. There is no other company that can offer PTVAS since it was exclusively designed by Packetalk for Packetalk customers. No other company is allowed to feed data into this system. This PTVAS video analytics system cannot be purchased from any other company).

4. **Packetalk Rapid Deploy trailers with onboard self-healing technology** (The Packetalk Rapid Deploy Trailers were specifically designed by Packetalk and there are no other companies in the world that offers this specific rapid deploy trailer.

5. **ALPR ready Pan Tilt Zoom (PTZ) video surveillance camera** (There is no other company that offers ALPR video. All other ALPR companies only offer photographic ALPR data. Packetalk is the only company that offers video-based ALPR. Packetalk is also the only company that offers ALPR data from a PTZ

163 Stuyvesant Avenue
Lyndhurst, NJ 07071
Phone 201-355-3323 Fax 201-603-6405

camera. There is no other company in the industry that offers this to law enforcement.

6. **Packetalk advanced analytics bubble and bullet video surveillance cameras** (These cameras were designed and built specifically for Packetalk. There is no other company in the world that has access to or can sell these cameras.

7. **Advanced onboard OCR Video Analytics Pan Tilt Zoom (PTZ) cameras** (All of Packetalk's advanced onboard OCR analytics were designed and built specifically by Packetalk engineers and their design staff and can't be duplicated by other companies.

8. **OCR based ALPR bullet cameras** (Packetalk is the only company that provides video-based ALPR data.

9. **Packetalk ACI integration platform** (This is Packetalk designed, and we are the only company in the world that offers this platform. This cannot be purchased from any other company)

No other company or organization offers equipment with comparable features or cannot meet the technical requirements that are provided by our product and the accompanying services. Competition is precluded due to the Packetalk system being a one of kind system addressing all the requisite processes for a Smart City Surveillance Ecosystem throughout Dade County. Miami Dade County does not maintain another system aside from Packetalk system for County wide ALPR interoperability. This exclusivity is made possible through our self-designed software and hardware platform which incorporates the ecosystem into one platform.

Should you need any further information or have any questions, please feel free to contact me directly.

Sincerely,

Tamer Zakhary
Chief Executive Officer
Packetalk LLC
tamerz@packetalk.net

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Samuel Bejar, Deputy Chief of Police

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE OF A SPECIALTY POLICE PATROL VEHICLE FROM ARS POWER SPORTS AND RELATED EMERGENCY EQUIPMENT FROM DANA SAFETY SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED $46,113.60; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (DEPUTY CHIEF OF POLICE SAMUEL BEJAR)**

RECOMMENDATION

It is recommended that the Village Commission authorize the purchase of a Specialty Police Patrol vehicle from ARS Power Sports and related emergency equipment from Dana Safety Supply, Inc. in the amount of $46,113.60

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission approval to purchase a 2026 Polaris Ranger Crew XP 1000 NorthStar Edition Ultimate Vehicle.

The Village is a participant in a public/private partnership with the Miami-Dade School Board and the Argentinian Football Association (AFA) to develop a Park at Treasure Island Elementary School (Miami-Dade School Board property located in the Village), largely funded by AFA, with operational and oversight responsibility delegated to the Village. The Park will include a community center, two professional soccer pitches and a two-mile wooded trail/running path that will require routine patrol by the North Bay Village Police Department. The vehicles in our current fleet are too large and cannot access the trail/path being developed, nor can they readily operate in the confines of the pitches without the constant concern of causing damage to the pitches. Absent the acquisition of the specialty, marked patrol vehicle, NBVPD would have to patrol the area on foot, causing multiple operational

inefficiencies and limiting our ability to provide police services to the area.

The Police Department plans to purchase a street-legal, specialty, marked police vehicle to access unique geographic areas of the Village. The vehicle will be procured through the Florida Sheriffs Association Contract No. FSA23-23-EQ21.0 from ARS Power Sports, the designated primary vendor for the Southern zone, which includes the Village (see attached Bid Award Report Vendor List). The attached quote from ARS Power Sports, in the amount of $40,683.60, includes vehicle specifications and a five-year extended warranty. The vehicle will be upfitted with emergency equipment purchased from Dana Safety Supply, the Department's established vendor for emergency vehicle operations equipment (see attached quote in the amount of $5,430.00 for details)

The $46,113.60 purchase will be funded by a combination of Justice Assistance Grant (*Award Title: C-JG235: Multi-Band Police Radio and Patrol Vehicles; Award Number: JG235 - acceptance of grant ratified by the Commission on January 20th, 2026*) funds $41,269.00) and Federal Forfeiture Funds ($4,834.60) thus the expense is General Funds Budget neutral and without cost to North Bay Village residents.

Section 36.25J of the Village provides for "p iggy back" purchases.
A contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency. Suppliers or contractors within the State of Florida shall be considered first.

It is recommended that the Village Commission approve the purchase of the vehicle and upfitting in the total amount of $46,113.60 for the Police Department's new fleet.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Federal Grant-JAG ($41,269.00) and Forfeiture Funds ($4,834.60)
Fund Name: Machinery & Equipment
GL Line-Item Number: 107-21-521-6430
Total Budget Allocated: $704,000
Encumbered Amount: 0
Amount Requested: $4,834.60
Remaining Balance: $ 530,115.40

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Police Vehicle Purchase.DOCX
Exhibit A - Polaris Proposal.pdf
Exhibit B - Dana Safety Supply- Upfitting - POLARIS.pdf
Bid Award Report Vendor List.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE OF A SPECIALTY POLICE PATROL VEHICLE FROM ARS POWER SPORTS AND RELATED EMERGENCY EQUIPMENT FROM DANA SAFETY SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED $46,113.60; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to purchase a specialty police patrol vehicle (the "Vehicle") to support and facilitate the provision of the day-to-day operations of the Village's Police Department; and

WHEREAS, the type of purchase contemplated by the Village for the Vehicle has been competitively bid and awarded by Florida Sheriffs Association pursuant to Contract No. FSA23-23-EQ21.0 (the "FSA Contract") with ARS Power Sports, the authorized vendor the Southern Zone ("ARS"); and

WHEREAS, upon request, ARS provided a quote for the Vehicle, inclusive of vehicle specifications and a five-year extended warranty, in the amount of $40,683.60, attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, Dana Safety Supply, Inc. ("DSS"), an established vendor of the Police Department, provided a quote for related emergency equipment for the Vehicle in the amount of $5,430.00, as further detailed in the quote attached hereto as Exhibit "A" (the "Quote"); and

WHEREAS, Section 36.25(J) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, the FSA Contract was awarded beyond the 36-month period, however the pricing offered is advantageous; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, the Village Commission finds that it is in the Village's best interest to purchase the Vehicle from AFS due to the advantageous competitive pricing offered; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to authorize the Village Manager to purchase the Vehicle from ARS consistent with the terms and conditions of the FSA Contract and the Proposal attached hereto as "Exhibit "A"; purchase the related emergency equipment from DSS consistent with the Quote attached hereto as Exhibit "B"; and expend funds in the amount of exceed of $46,113,60; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to purchase the Vehicle from ARS consistent with the terms and conditions of the FSA Contract and the Proposal attached hereto as "Exhibit "A"; purchase the related emergency equipment from DSS consistent with the Quote attached hereto as Exhibit "B"; and expend funds in the amount of exceed of $46,113,60.

Section 3. Implementation. That the Village Commission hereby authorizes the Village Manager to execute any agreement, purchase order, or required documentation for the purchases described in this Resolution, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____

Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this __ day of February, 2026.

Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ARS Power Sports - Okeechobee

1319 Highway 70 East
Okeechobee FL 34972
863-467-0900

QUOTE

NORTH BAY VILLAGE POLICE

Date 01/27/2026
QUOTE #
Salesman THOMAS BOND

+
H W C 305-219-3673

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl all options)
New	2026	POLARIS	R26RSY99AH		01272026B	$11,000.00

Options:

FSA23-EQU21.1		$0.00	D
NON FSA UPGRADE TO CREW XP 1000 NORTHSTAR ULTIMA		$25,200.00	D
K-ACCY,MIRROR,SIDE,DOOR,RGR		$179.99	D
UTV STREET LEGAL KIT		$259.99	D
K-ACCY,ROCK SLIDER,CREW,ZS		$449.99	D
K-ACCY,HOOD,RACK,ZS,UPDT		$399.99	D
2" RECEIVER HITCH	2875320	$43.64	D

Manufacturer Retail Price	$36,499.00
Less Dealer Discount	$25,499.00
Dealer Unit Price	$11,000.00
Factory Options	$0.00
Added Accessories	$26,533.60
Freight	$0.00
Dealer Prep / Rigging Fee	$0.00
Prepaid Maintenance	$0.00
Title Fees	$0.00
GAP	$0.00
Theft Protection	$0.00
Tire & Wheel	$0.00
Service Contracts	$3,150.00
Battery Fee	$0.00
Tire Fee	$0.00
Gift Certificates	$0.00
Customer Rebates	$0.00
Doc Stamp	$0.00
Battery Protection	$0.00
GPS SYSTEM	$0.00
Electronic Title Fee	$0.00
Cash Price	$40,683.60
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$40,683.60
Sales Tax	$0.00
Title/License/Registration Fees	$0.00
Document or Administration Fees	$0.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$0.00
Sub Total (Net Sale + Other Charges)	$40,683.60
Cash Down Payment	$0.00
Amount to Pay/Finance	$40,683.60

Lienholder: NONE

Notes:
ONE YEAR FACTORY WARRANTY PLUS AN ADDITIONAL FOUR YEARS EXTENDED WARRANTY

Trade Information

Monthly Payment of $0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Customer Signature _____ Dealer Signature _____

Customer Signature _____ Thank You for Your Business!

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	608555
Customer No.	NBVPD

Bill To	**Ship To**
CITY OF NORTH BAY VILLAGE PD 1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141	CITY OF NORTH BAY VILLAGE PD 1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Contact: CHIEF SAM BEJAR **Telephone:** 786-213-9750 **E-mail:** ap@nbvillage.com;agonzalez@nbvillage.com	**Contact:** CHIEF SAM BEJAR **Telephone:** 786-213-9750 **E-mail:** ap@nbvillage.com;agonzalez@nbvillage.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/07/26	UPS GROUND FREIGHT	FREIGHT ON BOARD	UTV POLARIS	NET30

Entered By	Salesperson	Ordered By	Resale Number
Edwin Salgado	EDWIN SALGADO-Miami	SAM	85-8012621652c8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	WSSPA30 WEC 30W SIREN/SPEAKER COMBO W/ PA & MIC Warehouse: MIAM INCLUDES MICROPHONE **********	305.0000	305.00
1	1	Y	WSSMSW3 WEC 3 POS MOTORCYCLE SWITCHBOX Warehouse: MIAM	95.0000	95.00
4	4	Y	MISC SOI MPOWER TRAFFIC CONTROLLER Warehouse: MIAM 26" 4 Head Front SAE mpower® Traffic Controller w/ 3' LIN DSC Technology (PAS) |T18||T18||T18||T18| (DRV) X|RBW||RBW||RBW||RBW| Housing Color - Black Extrusion Lens Color - All Clear Lenses Accessories - PNFLBSPLT1 Mount Kit - PMPTCM07 (x2) X-Long 7-Hole QSF# QSF121935 (1) FRONT FACING (1) REAR FACING (2) SIDE FACING	725.0000	2,900.00

Print Date	01/07/26
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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	608555
Customer No.	NBVPD

Bill To	**Ship To**
CITY OF NORTH BAY VILLAGE PD 1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141	CITY OF NORTH BAY VILLAGE PD 1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Contact: CHIEF SAM BEJAR **Telephone:** 786-213-9750 **E-mail:** ap@nbvillage.com;agonzalez@nbvillage.com	**Contact:** CHIEF SAM BEJAR **Telephone:** 786-213-9750 **E-mail:** ap@nbvillage.com;agonzalez@nbvillage.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/07/26	UPS GROUND FREIGHT	FREIGHT ON BOARD	UTV POLARIS	NET30

Entered By	Salesperson	Ordered By	Resale Number
Edwin Salgado	EDWIN SALGADO-Miami	SAM	85-8012621652c8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: MIAM * MPOWER LIGHTS TO PROVIDE CRUISE, WHITE SCENE AND WARNING MODE * (2) GRILL LIGHTS	120.0000	240.00
4	4	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: MIAM * MPOWER LIGHTS TO PROVIDE CRUISE, WHITE SCENE AND WARNING MODE * (2) REAR BUMPER (2) SIDES OF BED	120.0000	480.00
1	1	Y	SHOP-MIAMI MISC INSTALLATION SUPPLIES I.E. Warehouse: MIAM LOOM, WIRE, HARDWARE, CONNECTORS, BREAKER, Rubber Cushioned Insulated Clamp, Metal Clamp ETC ********** (3) Off/On Toggles Switch: (1) WARNING LIGHTS (1) CRUISE MODE LIGHTS SWITCH (1) ALL WHITE SCENE LIGHT SWITCH	150.0000	150.00

Print Date	01/07/26
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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	608555
Customer No.	NBVPD

Bill To	**Ship To**
CITY OF NORTH BAY VILLAGE PD 1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141	CITY OF NORTH BAY VILLAGE PD 1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAGE, FL 33141
Contact: CHIEF SAM BEJAR **Telephone:** 786-213-9750 **E-mail:** ap@nbvillage.com;agonzalez@nbvillage.com	**Contact:** CHIEF SAM BEJAR **Telephone:** 786-213-9750 **E-mail:** ap@nbvillage.com;agonzalez@nbvillage.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/07/26	UPS GROUND FREIGHT	FREIGHT ON BOARD	UTV POLARIS	NET30

Entered By	Salesperson	Ordered By	Resale Number
Edwin Salgado	EDWIN SALGADO-Miami	SAM	85-8012621652c8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MIAM 2026 POLARIS RANGER, WITH DOORS	1,260.0000	1,260.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	01/07/26
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Subtotal	5,430.00
Freight	0.00
Order Total	5,430.00

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

Item: 23, Polaris, Ranger SP 570, R24MAA57B1

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ameri-Recreational Sports, LLC	$10,868.00	Build	Options
	Alternate	McKibben Powersports, Inc	$11,400.00	Build	Options
	Alternate	Love Power Equipment, Inc	$11,899.00	Build	Options
Northern	Primary	Ameri-Recreational Sports, LLC	$10,668.00	Build	Options
	Alternate	McKibben Powersports, Inc	$11,100.00	Build	Options
	Alternate	Love Power Equipment, Inc	$11,899.00	Build	Options
Central	Primary	Ameri-Recreational Sports, LLC	$10,468.00	Build	Options
	Alternate	McKibben Powersports, Inc	$10,800.00	Build	Options
	Alternate	Love Power Equipment, Inc	$11,699.00	Build	Options
Southern	Primary	Ameri-Recreational Sports, LLC	$10,468.00	Build	Options
	Alternate	McKibben Powersports, Inc	$10,800.00	Build	Options
	Alternate	Love Power Equipment, Inc	$11,899.00	Build	Options

*Model number R24MAA57B1 replaced by R25MAA57B1 effective January 14, 2025.

	A	B	C	D
1				
2	**REQUISITION#**	**FSA23-EQU21.0**		
3	**PURCHASE ORDER**	**CONTRACT: FSA23-EQ21.0**		
4	**VEHICLE**	**POLARIS RANGER 570 SXS**		
5	**VENDOR NAME**	**LOVE POWER EQUIPMENT, INC**		
6	**ADDRESS**	**2081 SOUTH SUNCOAST BLVD**		
7		**HOMOSASSA FL 34448**		
8	**CONTACT**	**ED GURRY**		
9	**PHONE**	**941-421-5865**		
10	**EMAIL**	**ED.GURRY@LOVEPOWEREQUIPMENT.COM**		**UPGRADE**
11		**OPTIONS**		**PRICE**
12		**UPGRADE VEHICLE**		
13				
14		**POLARIS RANGER SP 570 NORTHSTAR EDITION**		**10600**
15		**RANGER 570 FULL SIZE 3-SEAT**		**1000**
16		**RANGER 1000 FULL-SIZE 3-SEAT**		**3600**
17		**RANGER XP 1000 PREMIUM 3-SEAT**		**9100**
18		**RANGER XP 1000 NORTHSTAR EDITION**		**18200**
19		**RANGER CREW SP 570 4-SEAT**		**2300**
20		**RANGER CREW SP 570 NORTHSTAR EDITION**		**12300**
21		**RANGER CREW 570 FULL-SIZE 6-SEAT**		**3600**
22		**RANGER CREW 1000 PREMIUM 6-SEAT**		**8500**
23		**RANGER CREW XP 1000 6-SEAT**		**10900**
24		**RANGER XD 1500 PREMIUM**		**20300**
25		**RANGER XD 1500 NORTHSTAR EDITION**		**30300**
26		**RANGER XD 1500 NORTHSTAR EDITION ULTIMATE**		**36300**
27				
28		**5% OFF MSRP ALL AOPTIONS**		**OPTIONS**
29				
30	**2883277**	**PREMIUM ROOF CREW-POLY-POLARIS PURSUIT CAMO**	**INSTALLED**	**1551.99**
31	**2883457**	**PREMIUM ROOF LINER-CREW**	**INSTALLED**	**462.49**
32	**2889223**	**POLY CREW SPORT ROOF, BLACK**	**INSTALLED**	**794.99**
33	**2878755**	**CREW SPORT ROOF**	**INSTALLED**	**794.99**
34	**2885077**	**POLY 2-SEAT SPORT ROOF, BLACK**	**INSTALLED**	**528.99**
35	**2885078**	**POLY CREW SPORT ROOF, BLACK**	**INSTALLED**	**775.99**
36	**2885094**	**PREMIUM ROOF LINER-CREW**	**INSTALLED**	**619.24**
37	**2885093**	**PREMIUM ROOF LINER**	**INSTALLED**	**315.24**
38	**2877946**	**POLY 2-SEAT SPORT ROOF, BLACK FULL-SIZE**	**INSTALLED**	**547.99**
39	**2882911**	**POLY 3 SEAT SPORT ROOF W/LOCK & RIDE TECHNOLOGY, BLAC**	**INSTALLED**	**557.49**
40	**2882913**	**POLY 3 SEAT PREMIUM ROOF W/LOCK & RIDE TECH W/LINER/**	**INSTALLED**	**842.49**
41	**2882912**	**POLY-3 SEAT PREMIUM ROOF W/LOCK & RIDE TECH W/LINER/**	**INSTALLED**	**756.99**
42	**2885079**	**FULL TIP-OUT WINDSHIELD-GLASS**	**INSTALLED**	**1222.49**
43	**2885080**	**FULL GLASS WINDSHIELD-CLEAR**	**INSTALLED**	**956.49**
44	**2883318**	**POLY FULL WINDSHIELD WITH LOCK AND RIDE TECHNOLOGY**	**INSTALLED**	**509.99**
45	**2883320**	**LOCK & RIDE HALF WINDSHIELD-POLY**	**INSTALLED**	**319.99**
46	**2883319**	**POLYCARBONATE FULL WINDSHIELD, CLEAR**	**INSTALLED**	**633.49**
47	**2889020**	**TIP-OUT FULL WINDSHIELD-GLASS-1000**	**INSTALLED**	**1459.99**
48	**2889021**	**FULL GLASS WINDSHIELD-CLEAR-1000**	**INSTALLED**	**984.99**
49	**2883301**	**POLYCARBONATE HALF WINDSHIELD, CLEAR-1000**	**INSTALLED**	**367.49**
50	**2883634**	**ZIP WINDOW DOORS-REAR-CANVAS, BLACK**	**INSTALLED**	**1155.99**

	A	B	C	D
51	2889812-070	REAR MANUAL CRANK WINDOW DOORS-POLY	INSTALLED	3584.99
52	2883632	REAR DOORS, CLEAR	INSTALLED	2599.99
53	2889814	HALF DOORS-POLY	INSTALLED	1839.99
54	2889815	REAR HALF DOORS-POLY	INSTALLED	1934.99
55	2883229	RANGER HUNTER DOORS-FRONT-POLARIS PURSUIT CAMO	INSTALLED	2409.99
56	2883266	HARD COAT POLY FULL VENTED WINDSHIELD W/LOCK&RIDE TI	INSTALLED	756.99
57	2883278	POLYCARBONATE FULL WINDSHIELD, CLEAR-1000	INSTALLED	576.49
58	2883300	HARD COAT POLY FULL WINDSHIELD, CLEAR-1000	INSTALLED	671.49
59	2883974	WINDSHIELD WIPER&WASHER SYSTEM-1000	INSTALLED	775.99
60	2879015	SLIDING GLASS REAR PANEL,CLEAR-1000	INSTALLED	889.99
61	2879013	PRO SHIELD GLASS REAR PANEL W/LOCK & RIDE TECH-1000	INSTALLED	604.99
62	3000392	LOCK & RIDE REAR PANEL, POLY-1000	INSTALLED	509.99
63	2879965	GLASS REAR PANEL	INSTALLED	509.99
64	2879812	POLY REAR PANEL	INSTALLED	443.49
65	2878165	POLY REAR PANEL FULL-SIZE	INSTALLED	414.99
66	2876958	POLY WINDSHIELD FULL-SIZE	INSTALLED	543.24
67	2885073	POLY FRONT DOOR SET WITH MANUAL WINDOWS, BLACK	INSTALLED	3375.99
68	2885074	MANUAL CRANK WINDOW DOORS-REAR-POLY	INSTALLED	3109.99
69	2879489	HARD COAT POLY WINDSHIELD FULL-SIZE	INSTALLED	638.24
70	2885075	ZIP WINDOW FRONT CANVAS DOORS	INSTALLED	1079.99
71	2885076	ZIP WINDOW REAR CANVAS DOORS	INSTALLED	1079.99
72	3001018	FRONT EXTERIOR DOOR ACCENT PANEL	INSTALLED	224.99
73	3001019	REAR EXTERIOR DOOR ACCENT PANEL	INSTALLED	224.99
74	2882901	PRO SHIELD CLEARVIEW DOORS-1000	INSTALLED	2599.99
75	2889811-070	MANUAL CRANK WINDOW DOORS-POLY	INSTALLED	3454.99
76	3000393	ZIP WINDOW FRONT CANVAS DOORS-1000	INSTALLED	1155.99
77	2889813-070	POWER WINDOW DOORS-POLY-1000	INSTALLED	3929.99
78	2885081	JBL DASH AUDIO KIT	INSTALLED	794.99
79	2889163	RIDE COMMAND INTALL MOUNT	INSTALLED	604.99
80	2889241	SIDE VIEW MIRRORS-DOOR MOUNTED	INSTALLED	300.99
81	2889243	SIDE VIEW MIRRORS ROPS MOUNTED	INSTALLED	300.99
82	2884072	7" DISPLAY RIDE COMMAND	INSTALLED	1775.24
83	2889185	FRONT PULSE BAR AND HARNESS	INSTALLED	215.49
84	2889186	FLOOR MATS-FRONT	INSTALLED	118.74
85	2889187	CONVEX WEATHERPROOF REARVIEW MIRROR	INSTALLED	201.24
86	2889201	CAB SEAL KIT	INSTALLED	300.99
87	2885095	POLARIS HD 3,500 LB. WINCH	INSTALLED	845.99
88	2882238	POLARIS PRO HD 4500LB WINCH W/RAPID RECOVERY FULL-SIZ	INSTALLED	1230.74
89	2881669	POLARIS 3500 LB WINCH FULL-SIZE	INSTALLED	860.24
90	2889272	HIGH-MOUNTED HD 4500LB WINCH	INSTALLED	1111.99
91	2889693	POLARIS PRO HD 6000LB WINCH	INSTALLED	1320.99
92	2889694	POLARIS PRO HD 4500LB WINCH	INSTALLED	1254.49
93	2885096	POLARIS PRO HD 4,500 LB. WINCH WITH RAPID ROPE RECOVEF	INSTALLED	1206.99
94	2884215	300LB CARGO BED REAR WINCH	INSTALLED	969.49
95	2889873	RIDE COMMAND+ PLUG-IN INSTALL KIT		75.99
96	2890038	RIDE COMMAND+ CONNECTED VEHICLE PLUG-IN, 250K		284.99
97	2889602	RIDE COMMAND + PLUG-IN INSTALL KIT-1000		66.49
98	2889050	DASH WINCH SWITCH KIT		71.24
99	2880551	REAR A-ARM GUARDS	INSTALLED	329.49
100	2885087	REAR BRUSHGUARD	INSTALLED	348.49

	A	B	C	D
101	2885097	A-ARM GUARDS-FRONT	INSTALLED	329.49
102	2884217	HD REAR BRUSHGUARD-1000	INSTALLED	571.74
103	2885105	HD FRONT BRUSHGUARD, BLACK	INSTALLED	813.99
104	2889269	HIGH-CLEARANCE A-ARMS, FRONT-1000	INSTALLED	481.49
105	2889270	HIGH-CLEARANCE A-ARMS, REAR-1000	INSTALLED	481.49
106	2889271	HIGH-MOUNTED FRONT BRUSHGUARD-1000	INSTALLED	718.99
107	2889330	FRONT BRUSHGUARD-1000	INSTALLED	519.49
108	2882530	ROCK GUARD WITH STEP-1000	INSTALLED	376.99
109	2882531	UPPER FRONT BRUSHGUARD-1000	INSTALLED	386.49
110	2882529	REAR BRUSHGUARD-1000	INSTALLED	376.99
111	2889180	ROCK GUARD WITH STEP	INSTALLED	424.49
112	2889181	ROCK GUARD WITH STEP-CREW	INSTALLED	649.49
113	2889790	PRO-ARMOR 31" DUAL-ROW COMBO LED LIGHT BAR	INSTALLED	538.49
114	2889791	PRO ARMOR 33" SINGLE-ROW COMBO LED LIGHT BAR	INSTALLED	490.99
115	2889786	PRO ARMOR 11" DUAL-ROW LED SPOT LIGHT	INSTALLED	319.99
116	2889787	PRO ARMOR 11" DUAL-ROW LED SPOT LIGHT	INSTALLED	338.99
117	2889788	PRO-ARMOR 11" SINGLE-ROW LED SPOT LIGHT	INSTALLED	291.49
118	2889789	PRO ARMOR 11" SINGLE-ROW LED SPOT LIGHT	INSTALLED	310.49
119	2889792	PRO ARMOR 20" SINGLE-ROW COMBO LED LIGHT BAR	INSTALLED	443.49
120	2889793	PRO ARMOR 40" SINGLE-ROW COMBO LED LIGHT BAR	INSTALLED	538.49
121	2889794	PRO ARMOR 2X2 CUBE LED SPOT LIGHT	INSTALLED	224.99
122	2889795	PRO ARMOR 2X2 CUBE LED SPOT LIGHT	INSTALLED	224.99
123	2882075	PRO ARMOR 10" DUAL-ROW LED SPOT LIGHT	INSTALLED	334.24
124	2882074	PRO ARMOR 30" DUAL-ROW LED LIGHT BAR	INSTALLED	623.99
125	2883107	PRO ARMOR 20" DUAL ROW LED LIGHT BAR	INSTALLED	519.49
126	2883123	RIGID SR-SERIES 10" COMBO LED LIGHT	INSTALLED	452.99
127	2883121	RIGID SR-SERIES 10" SPOT LED LIGHT	INSTALLED	452.99
128	2883122	RIGID SR-SERIES 10" FLOOD LED LIGHT	INSTALLED	452.99
129	2883128	RIGID D-SERIES PRO DRIVING LED LIGHT	INSTALLED	557.49
130	2883127	RIGIDD-SERIES PRO SPOT LED LIGHT	INSTALLED	348.49
131	2889159	DOME LIGHT	INSTALLED	234.49
132	2889161	LIGHT BAR HARNESS		94.99
133	2890053	LIGHT BAR MOUNT		47.49
134	2889672	REAR LED WORK LIGHT-1000	INSTALLED	367.49
135	2889675	UPPER SWITCH PANEL LIGHTBAR HARNESS-1000		113.99
136	2884299	RIGID 32" COMBO LED LIGHT BAR-1000	INSTALLED	1013.49
137	2890053	LIGHT BAR MOUNT-1000		47.49
138	2882904	PULSE ROOF BUSBAR W/HARDWARE-1000		123.49
139	2883230	PUSE WIRING HARNESS, 1 LED LIGHT-1000		94.99
140	2879860	LED Y-HARNESS-1000		18.99
141	2885088	FRONT HOOD STORAGE RACK	INSTALLED	462.49
142	2889182	LOCK & RIDE TIP-DOWN HEADACHE RACK	INSTALLED	500.49
143	2889199	LOCK & RIDE STORAGE BOX	INSTALLED	448.24
144	2884106	LOCK & RIDE KOLPIN STRONGHOLD AUTO-LATCH BOOT MOUN	INSTALLED	196.49
145	2884107	LOCK & RIDE KOLPIN RHINO GRIP PRO	INSTALLED	215.49
146	2889236-TOP	RHINO-RACK 3-SEAT ROOF RACK-1000	INSTALLED	619.24
147	2889236-BED	RHINO-RACK REAR BED RACK-1000	INSTALLED	619.24
148	2889527	RHINO-RACK EYELET TIE-DOWNS		49.4
149	2889528	RHINO-RACK SPARE TIRE HOLDER		42.75
150	2889530	RHINO-RACK TRACTION BOARD MOUNT		170.05

	A	B	C	D
151	**2882752**	**LOCK & RIDE BED EXTENDER/DIVIDER-1000**	**INSTALLED**	**376.99**
152	**2889183**	**LOCK & RIDE BED EXTENDER/DIVIDER**	**INSTALLED**	**376.99**
153	**2884141**	**ELECTRONIC CARGO BOX LIFT**	**INSTALLED**	**1209.99**
154	**2889189**	**CARGO BED MAT**		**118.374**
155	**2881533**	**LOCK & RIDE TOOL RACK**	**INSTALLED**	**376.99**
156	**2830522**	**2" TRAILER BALL HITCH WITH 2" THREADED POST, PART 2830522**		**37.99**
157	**3000263**	**POLARIS NORTHSTAR 105 QT COOLER**		**398.99**
158	**3000261**	**POLARIS NORTHSTAR 30 QT COOLER**		**246.99**
159	**3000262**	**POLARIS NORTHSTAR 60 QT COOLER**		**313.49**
160	**3001003**	**POLARIS NORTHSTAR 15 QT COOLER**		**189.99**
161	**2889196**	**PROSPECTOR PRO TRACK MOUNT KIT**		**508.24**
162	**2889487**	**PROSPECTOR PRO 2.0 TRACK SYSTEM**	**INSTALLED**	**5963.49**
163	**2889425**	**PROSPECTOR PRO TRACK MOUNT KIT**		**541.49**
164	**2890034**	**PROSPECTOR PRO 2.0 TRACK SYSTEM-1000**	**INSTALLED**	**5963.49**
165	**4000076**	**PRO ARMOR WHEEL & TIRE SET: X-TERRAIN**	**INSTALLED**	**1475.99**
166	**4000001**	**PRO ARMOR WHEEL & TIRE: HARVESTER**	**INSTALLED**	**1662.99**
167	**4000010**	**PRO ARMOR WHEEEL & TIRE SET: MUD XC**	**INSTALLED**	**1662.99**
168	**4000011**	**PRO ARMOR WHEEL & TIRE SET: PRESERVE**	**INSTALLED**	**1662.99**
169	**4000004**	**PRO ARMOR WHEEL & TIRE SET: ATTACK**	**INSTALLED**	**1563.24**
170	**4000008**	**PRO ARMOR WHEEL & TIRE SET: DUAL-THREAT**	**INSTALLED**	**1615.49**
171	**2881360**	**PRO ARMOR WHEEL & TIRE SET: 4205 & ATTACK, MATTE BLAC**	**INSTALLED**	**1563.24**
172	**1522240-266**	**15" FORGED BEADLOCK RINGS**		**151.99**
173	**2879332**	**12MM X 1.5 SPLINED LUG NUTS W/WRENCH ADAPTER**		**37.99**

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Richard Weissman,

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A RENEWAL AGREEMENT WITH CLEARVIEW AI, INC. FOR CLEARVIEW ARTIFICIAL INTELLIGENCE (AI) TOOL FOR USE BY THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $21,039; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve a renewal Agreement with Clearview AI in the amount not to exceed $21,039 for use by the Police Department.

BACKGROUND AND ANALYSIS

The proposed Resolution requests Village Commission approval to ratify and renew the Police Department's agreement with Clearview AI for use as an investigative tool.

Clearview AI is an investigative tool that helps to rapidly generate leads and aid in identifying suspects, witnesses, and victims in criminal investigations. It is a precise and proven facial recognition technology that excels even in challenging photographic conditions, draws on the largest and most diverse dataset, and is available to law enforcement (with more than 70 billion images). Its performance has been tested by the U.S. National Institute of Standards and Technology (NIST), returning over 99% accuracy for all demographics. Clearview AI is a cutting-edge technology used to investigate crimes and enhance public safety, and has a proven success record with our Agency.

The vendor has provided services to the Village for multiple consecutive years, but Commission approval is required as the ongoing cost exceeds the Village Manager's spending

authority. The proposed term is 36 months, expiring on September 30, 2028, with a total cost not to exceed $21,039 over the three-year period.

§36.25(L)Best interest of Village
The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.

It is recommended that the Village Commission ratify the Agreement with Clearview AI in the amount not to exceed $21,039.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Contract Services-Data Processing
GL Line-Item Number: 001.-16-516-3131
Total Budget Allocated: $5,000
Encumbered Amount: 0
Requested Amount: $ 4,599 (1st year term)
Remaining Balance: $ 401.00

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Ratifying Clearview AI Contract.DOCX
Proposal PDept-.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A RENEWAL AGREEMENT WITH CLEARVIEW AI, INC. FOR CLEARVIEW ARTIFICIAL INTELLIGENCE (AI) TOOL FOR USE BY THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $21,039; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") utilizes Clearview AI's facial recognition search engine and database (the "Services") as an investigative tool for the Village's Police Department; and

WHEREAS, Clearview AI, Inc. (the "Vendor") provided the Village with a renewal proposal and agreement (the "Agreement") to continue providing the Services from October 1, 2025, to September 30, 2028 (the "Term") in an amount not to exceed $21,039; and

WHEREAS, Section 36.25(L) of the Village Code of Ordinances (the "Code") provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, for the reasons set forth in the staff memorandum accompanying this resolution and pursuant to Section 36.25(L) of the Village Code, the Village Commission finds that it is in the best interest and welfare of the Village to approve the Agreement with the Vendor and authorize the Village Manager to execute the Agreement in an amount not to exceed $21,039 for the Term; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission approves the Agreement with the Vendor for the Services.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement in an amount not to exceed $21,039 for the Term, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to execute any purchase order or required documentation for the acquisitions described in this Resolution, and to take any such further action as may be necessary to implement the purpose and provisions of this Resolution, including the expenditure of budgeted funds.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this 17th day of February, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Clearview AI

Clearview AI Renewal Order Form for

FL - North Bay Village Police Department

CUSTOMER INFORMATION

Customer:	FL - North Bay Village Police Department
Address:	1666 Kennedy CausewayNorth Bay VillageFlorida33141305-756-7171
Billing Contact:	ap@nbvillage.com
Customer Billing Instructions:	*If Customer has unique invoicing requirements, it must be attached prior to execution of this Agreement.*

ADMINISTRATOR INFORMATION

The Administrator is responsible for monitoring, managing, and overseeing the activities of the agency and its users.

Full Name:	Richard Weissman
Title:	Assistant Chief
E-mail:	rweissman@nbvillage.com

SUBSCRIPTION TERMS

Product:	Clearview Search with Database
# of Sworn:	All users authorized by FL - North Bay Village Police Department
Renewal Term Length:	36 Months
Renewal Term Start Date:	October 1, 2025
Renewal Term End Date:	September 30, 2028
Renewal Term:	At the expiration of the Renewal Term End Date, the Agreement shall automatically renew for successive one (1) year terms (each a "renewal term"), unless Customer or Clearview provides the other party with no less than thirty (30) days' advance written notice prior to upcoming then applicable expiration date of the Agreement. Customer notice not to renew shall be delivered to renewals@clearview.ai and Clearview notice not to renew shall be sent to Customer at the Administrator email outlined above.
Additional Information:	This Renewal Order Form is for existing Customers of Clearview and is executed in connection with the continuation of Products and Services previously provided under the Original Agreement (as defined below). This Renewal Order Form, together with Exhibit C (the Terms of Service dated January 15, 2026), supersedes and replaces in its entirety the Original Agreement attached as Exhibit A, including any prior order forms, terms of service, or amendments executed between Customer and Clearview. Exhibit A is attached solely for historical reference and shall have no continuing legal effect. In the event of any conflict between this Renewal Order Form and Exhibit C, this Renewal Order Form shall control.
Exhibits and Order of Precedence:	The following exhibits are attached hereto and incorporated by reference: • **Exhibit A** – Original Agreement, inclusive of the order form and terms of service signed on September 8, 2022, attached hereto for reference purposes only. • **Exhibit B** – Statutory Affidavits required by Florida law, attached hereto and incorporated as if set forth herein. • **Exhibit C** – Clearview AI, Inc. Terms of Service (Modified for Customer, dated January 15, 2026), attached hereto and incorporated as if set forth herein.

PRICING INFORMATION

The parties agree that if Customer's subscription to the Clearview Services described herein automatically renews as allowed under this Order Form, prior to any renewal term, Clearview will notify Customer of any changes to recurring Fees no later than forty-five (45) day prior to the start of the renewal term.

RECURRING SERVICES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
CV1: Clearview AI SaaS Search - S&L	Agency Access	$14,950	$4,599*
Total Recurring Fees		$14,950	**$4,599***

Discount decreases in year two and year three. Specific price included within Payment Schedule.

ONE TIME PROFESSIONAL SERVICES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
PC2: Product Configuration	n/a	$5,000	$0
PT1: Product Training (Virtual 1 Hr to Train-the-Trainer, 1 Session, Up to 15 Trainees)	n/a	$500	$0
Total One Professional Fees		$5,500	**$0**

PAYMENT SCHEDULE

Payment terms are Net-30. If Customer is required to terminate the Agreement due to lack of funding, as set forth in Section 5.1.4 of the Terms of Service, Customer must provide no less than ninety (90) days' advance written notice prior to the commencement of Year 2, Year 3 and/or the renewal term, with notice sent to renewals@clearview.ai

PAYMENT DUE DATE	AMOUNT DUE
Year 1 Payment, due on the Renewal Term Start Date	$4,599
Year 2 Payment, due on the 1st anniversary Renewal Term Start Date	$6,490
Year 3 Payment, due on the 2nd anniversary of Renewal Term Start Date	$9,950
Total Over Renewal Term	**$21,039**

By signing this Order form, I confirm that Customer has completed all required internal procurement procedures and approvals necessary to purchase this technology and I agree to the Clearview AI Terms of Service and User Code of Conduct, which can be found here: https://www.clearview.ai/terms-of-service

This order form, ("**Order Form**"), including any exhibits attached to it, is an agreement between Clearview AI, Inc. ("**Clearview**") and the customer listed above ("**Customer**" or "**You**"). It becomes effective when You sign it. By signing, You agree this order form is subject to Clearview's Terms of Service ("**Terms**"). The Terms govern Your access to and use of Clearview's Services and Products. If You and Clearview execute a separate written agreement that modifies the Terms, that separate agreement will override the Terms where there is any conflict. Clearview may suspend Your access unless and until it receives payment from You.

Clearview AI W-9 2025.pdf *(6 pages, appended below)*
Download *ACE4620E271A5F78675972FC34519753B8DE6213C2AF6B9A5AFF6354028FE9CC*

Final - Sole Source Affidavit - Clearview v. March 2025.pdf *(1 page, appended below)*
Download *E1EFD1A7C6EA34002C1FBA1C0A0BB2DBF44C66B8D7A0CF99A281D9FE13108D3D*

Exhibit A- North Bay Village - September 8, 2022 Order Form & Terms of Service.pdf *(23 pages, appended below)*
Download *9F0FB77DD67C853FE0C29077A0A407FED62F2959210CDD2C7EEC2A5DB668A3AD*

Exhibit B - North Bay Village - Statutory Affidavits - Final 1.15.26.pdf *(3 pages, appended below)*
Download *F6282B89C51E7D8FC6B8F5B1DCD61A28BE0DA50F0DE6FF72A76319FAA9187ED1*

Exhibit C - North Bay Village - Clearview AI Terms of Service - Final v. 1.15.26.pdf *(21 pages, appended below)*
Download *69C09747D6F472553E8969CB65A5263A5F559FEBD6A88CA9D84FBEDFE6A74806*

Participants

CLEARVIEW AI, INC. United States

Influencer

Scott Geiser
scott.geiser@clearview.ai

Delivery channel: Email

Viewer

Randa Rhodes
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Delivery channel: Email

_____ _____

Signatory

Date

Jai-Sun Lee
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Delivery channel: Email

Viewer

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Viewer

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Influencer

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Delivery channel: Email

Signatory

Frank Rollason
City Manager
villagemanager@nbvillage.com

Date

Delivery channel: Email

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.)

Clearview AI, Inc.

2 Business name/disregarded entity name, if different from above.

Clearview AI

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) . . . . .

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)

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 . . . . . ☐

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.)

5 Address (number, street, and apt. or suite no.). See instructions.

99 Wall Street, #5730

6 City, state, and ZIP code

New York, NY 10005

Requester's name and address (optional)

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

8	2	–	2	3	9	7	6	1	0

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** Kristin Luciano **Date** January 14, 2025

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CLEARVIEW AI UNIQUE ATTRIBUTES / SOLE SOURCE - 2025

Clearview AI is a unique facial recognition search engine that enables users to search publicly available online images. Clearview AI's patented, proprietary technology enables a user to upload an image of a face and generate a set of search results that contains images of highly visually similar faces from images located across the internet. Clearview AI is the sole provider of the following combination of functionalities, features, and services.

EXCLUSIVE CAPABILITIES AND DATABASES

Clearview AI maintains a proprietary database of 50+ billion facial images sourced from the public internet, representing the largest and most comprehensive facial recognition database available to government agencies.

Unique attributes of Clearview AI's services include:

- **Largest Public Database**: Facial recognition searches of publicly accessible online facial imagery for supporting official, authorized work of government agencies.
- **Source Attribution**: Providing facial images alongside links to the webpages where they originally appeared.
- **Advanced Compliance & Oversight Tools**: Tools to facilitate system oversight, compliance with user agency policies, auditing, sharing and reporting features.
- **Unified Platform**: A unified platform of identity management, allowing for customized gallery image enrollments, still image extraction, public online imagery access, and facial recognition capability.
- **Multi-Database Architecture**: The only solution offering integrated access to public internet imagery, shared agency selected galleries, and agency-specific custom databases within a single platform.

CRITICAL DIFFERENTIATORS FROM ALTERNATIVE SOLUTIONS

Vendors offering only mugshot database searches fundamentally cannot and do not provide equivalent functionality to Clearview AI's comprehensive solution due to Clearview AI's capability to additionally search public online images. Clearview AI participates in the National Institute of Standards and Technology's ("**NIST**") Face Recognition Vendor Test ("**FRVT**") and its algorithm has consistently achieved greater than 99% accuracy across all demographics. [1]

Clearview AI also holds U.S. Patent No. 11,250,266, titled "Methods for Providing Information About a Person Based on Facial Recognition," granted by the U.S. Patent and Trademark Office in 2022. The patent protects Clearview AI's core capability to match images from publicly available sources across the internet using its proprietary algorithm.

The above statement is made in good faith, with due diligence and a current assessment of the market.

JACK MULCAIRE
Chief Legal Officer
Clearview AI, Inc.

AMY M HILLIARD
Notary Public-Maryland
Anne Arundel County
My Commission Expires
February 27, 2027

State of MD County of Anne Arundel
Subscribed and sworn to (or affirmed) before me on this
28th day of March, 2025 by
Jack Mulcaire proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

[1] This refers to performance in the categories of Demographic Effects on Visa-Border and Mugshot photos in the NIST Facial Recognition Vendor Test in the 1:1 setting, as well as performance in the Mugshot-Mugshot, Mugshot-Webcam, Visa-Border, Border-Border (≥ 10 YRS), Mugshot-Mugshot (≥ 10 YRS) categories of the 1:N Investigative setting (as determined by testing conducted in June 2024).

Clearview.ai

Clearview AI Purchase Order Form for:

North Bay Village Police Department

SUBSCRIPTION TERMS

Clearview AI, Inc. shall provide a license to use its technology as follows:

Customer:	North Bay Village Police Department
Product:	Clearview Search and optionally, Clearview Mobile
# of Users:	Unlimited Law Enforcement Authorized Users at North Bay Village Police Department
Duration:	36 months of price protection
Term of Service:	• **For first-time Customers:** 36 months from signing date • **For renewal Customers:** 36 months from Renewal Date (one day after expiration of previous service term)
Includes:	• Unlimited Searches • Installation, systems integration, configuration • Online Training Sessions • Premium Help Desk Support: Phone Support, Email Support, Remote Access Support & IT Support • Dedicated Customer Success Manager • Annual search engine maintenance and system upgrades • Annual Maintenance Plan with patch and emergency fixes • Annual Software Upgrades including major and minor software version releases • If applicable, in order to access the Clearview Products via mobile electronic devices, Clearview will cooperate with Customer in the application processes to obtain the necessary technology licenses for such access. The costs associated with such licenses shall be at the sole cost of the Customer.

PRICING INFORMATION

Quote is valid for 14 days. Payment terms are Net-30. Late payments are subject to a late fee.

Year 1: October 1, 2022 to September 30, 2023 – $2,500 for unlimited Authorized Users

Year 2: October 1, 2023 to September 30, 2024 –$2,500 for unlimited Authorized Users within your agency (60-day written notification to cancel is required if year 2 is not funded)

Year 3: October 1, 2024 to September 30, 2025 – $2,500 for unlimited Authorized Users within your agency (60-day written notification to cancel is required if year 3 is not funded)

☑ **I consent to the Clearview AI Terms of Service and User Code of Conduct**

https://www.clearview.ai/terms-of-service

This order form ("Order Form"), including any exhibits attached hereto, is an agreement entered into as of the later of the two signatures by and between Clearview AI, Inc. ("Clearview"), a Delaware corporation, and the entity listed above as customer ("Customer" or "You"), and is subject to and incorporates by reference the Clearview Terms of Service (located at https://www.clearview.ai/terms-of-service) ("Terms"). Notwithstanding the foregoing, You understand and agree that the Terms are effective on You and Your Users commencing on the earlier date that (a) You first start using the Services, whether it be via a free trial or a paid subscription, or (b) payment is remitted by You pursuant to this Order Form. By signing this Order Form, You agree that Your access and use of the Clearview Services and Products are governed by the Terms, provided that if You and Clearview execute a separate written agreement modifying the Terms, then the terms of that separate written agreement shall prevail only to the extent it conflicts with the Terms. Customer's access to the Services and Products may be suspended unless and until payment is received by Clearview. Customer understands and agrees that use and access to the Services and Products is limited to individuals who are employed by or under the legal direction of the Customer and is either (i) a law enforcement professional, or (ii) authorized to perform investigative tasks on behalf of the Customer. In no event shall Clearview's aggregate liability arising under the Order Form exceed the amount paid by You to Clearview, if any, in the past year for the Services giving rise to the claim.

2022 W9 Wall St PDF *(6 pages, appended below)*
Download *6B613BC0A8D802580D083FE87D0FDB05833045183210E6B2A38A49780EEEACA7*

Sole Source Affidavit (2022) PDF *(1 page, appended below)*
Download *B9E2B913FFA483FCDDB8ECBA4723AD755455C65736E59C5CE142E993F40792B6*

Customer Information:

CUSTOMER BILLING INFORMATION

Contact Name	**E-Mail Address**
Anna Gonzalez	AGonzalez@nbvillage.com

ADMINISTRATOR INFORMATION

The Administrator is responsible for monitoring, managing, and overseeing the activities of the agency and its users.

Full Name	**Job Title**
Jim McCready	Lieutenant

E-Mail Address	**Phone Number**
JMcCready@nbvillage.com	305-216-0880

North Bay Village - Clearview TOS - 9.8.22 PDF *(13 pages, appended below)*
Download *DAED1C1F3E610A7BE8DA747CC2C92F3FA5251F6A21805B8AE0D71D84A5408336*

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NORTH BAY VILLAGE POLICE DEPARTMENT United States

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Form **W-9**
(Rev. October 2018)
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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Clearview AI, Inc.

2 Business name/disregarded entity name, if different from above

Clearview AI

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

99 Wall St #5730

Requester's name and address (optional)

6 City, state, and ZIP code

New York, NY 10005

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	2	3	9	7	6	1	0

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** ▶ DocuSigned by: Patrick Schoenberg ZDB9155066B243D... **Date** ▶ 01/05/2022

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

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Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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Clearview AI Unique Attributes/Sole Source (2022)

Clearview AI acts as a search engine of publicly available images. Clearview AI locates this data from across the Internet and generates matches through its proprietary image-search technology. To the best of our knowledge, Clearview AI is the sole provider of the following combination of functionalities, features and services for state and local government agencies in the United States.

Unique attributes of Clearview AI's services include:

- Analytic facial recognition searches of publicly available facial online imagery for the purposes of supporting the investigative process for public safety.
- Associating facial recognition search imagery to websites, domains and urls in the furtherance of the investigative process for public safety.
- System oversight, auditing and reporting features, which meet or exceed policy compliance standards and recommendations.
- A unified platform of identity management allowing for customized gallery enrollments, public online imagery access and a facial recognition capability in a single interface.

Clearview AI's first algorithm submission to NIST's latest Face Recognition Vendor Test ("FRVT") in October 2021 ranked No. 1 in the U.S. for its performance in matching VISA Photos (99.81 percent), MUGSHOT Photos (99.76 percent), VISABORDER photos (99.7 percent) and BORDER Photos (99.42 percent), and ranked in top five worldwide in all of these categories out of 650 algorithms. In the most difficult category of facial recognition tests – "WILD Photos" – Clearview AI's algorithm ranked No. 1 in the U.S. and No. 2 worldwide. In another key test that evaluates demographic accuracy, Clearview AI's algorithm consistently achieved greater than 99 percent accuracy across all demographics.

Clearview AI has also been awarded a U.S. patent for its platform's unique facial recognition capability. The "Methods for Providing Information About a Person Based on Facial Recognition" patent, U.S. Patent No. 11,250,266, issued by the U.S. Patent and Trademark Office (USPTO) issued February 15, 2022, is the first of its kind for a facial recognition company and was awarded to Clearview AI for its ability to gather publicly available information from the open internet (social media sites, mugshots, news sites and more) and then accurately match similar photos using its proprietary facial recognition algorithm.

The above statement is made in good faith, with due diligence and a current assessment of the market.

CLEARVIEW AI. INC TERMS OF SERVICE

CLEARVIEW AI, INC. SERVICE AGREEMENT TERMS

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE CLEARVIEW WEBSITE, PRODUCTS, SERVICES AND ASSOCIATED SOFTWARE OF CLEARVIEW AI, INC. AND ITS AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES (COLLECTIVELY, "CLEARVIEW") IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS AND THE USER CODE OF CONDUCT. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING THE CLEARVIEW WEBSITE OR BY UTILIZING THE CLEARVIEW SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT", OR "TERMS"). CLEARVIEW SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

This Agreement is between Clearview AI, Inc., a Delaware corporation with a business address of 99 Wall Street, #5730, New York, NY 10005, and You ("**You**" or "**Customer**"), and sets forth the terms and conditions by which Clearview will make its Services available to You. Clearview and Customer are sometimes referred to individually as "party", and collectively as "parties". Clearview may provide any of the Services hereunder through any of its Affiliates. If You order Services or Products through an on-line registration page, a trial account, through an Authorized Reseller, a Clearview services agreement, or an order form (each an "**Order Form**"), the Order Form may contain additional terms and conditions and information regarding the Services You are ordering. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Service which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service. In the event of a conflict between the Order Form and this Agreement, the Order Form will prevail.

System Requirements: Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

Disclaimer: Search results established through Clearview and its related systems and technologies are indicative not definitive. Clearview makes no guarantees as to the accuracy of its search-identification software. Law enforcement professionals **must** conduct further research in order to verify identifying information or other data discovered on third party sites by any Clearview system or included in Clearview search results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

The parties incorporate by this reference the above clauses, and agree as follows:

1. **DEFINITIONS.** The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa.

1.1. "**Authorized Reseller**" means an entity that is authorized by Clearview to sell and market Clearview Products and Services to a law enforcement agency or government Customer pursuant to a separate agreement executed between Authorized Reseller and Clearview.

1.2. "**Authorized User**" means an individual who is employed by or under the legal direction of the Customer and is either (i) a sworn law enforcement professional, or (ii) authorized to perform investigative tasks on behalf of the Customer. Any and all Authorized Users must be authorized and approved by the Executive User to use the Services.

1.3. "**Clearview**", "**We**", or "**Our**" means Clearview AI, Inc., its subsidiaries, successors and assigns.

1.4. "**Customer**" or "**You**" means the individual or agency identified on the applicable Order Form or Clearview provided invoice. *If the Customer is a federal or state government agency, please refer to Appendix 2 for Amended Terms for Customers that are Federal, State and Local Governments in the United States.*

1.5. "**Executive User**" means an individual whose Clearview User account has administrative privileges including search history audit and suspension capabilities over all Users associated with Your account.

1.6. "**Fees**" means all fees, charges, and applicable taxes payable by Customer to Clearview or by Customer to an Authorized Reseller for a license right to use and access the Services and Products, all as further outlined in Customer's applicable Order Form.

1.7. "**Services**" or "**Products**" means Clearview AI Inc.'s mobile application and web browser application (found on the web at Clearview.ai); Clearview AI Inc.'s facial imaging and search software, image database, publicly- available online image indexing and search functionality, its website; and any ancillary products or services purchased by the Customer and listed on the applicable Order Form.

1.8. "**User**" means collectively the Customer, the Authorized Users and the Executive User(s).

2. **LICENSE TERMS.** You may only use and access the Clearview Services pursuant to the terms of this Agreement. You are solely responsible for You and Your Authorized Users' use of the Services and shall abide by, and ensure compliance with, all applicable laws in connection with Your and each Authorized User's use of the Services, including but not limited to laws related to intellectual property, privacy and export control, and any laws applicable to Your agency's use of facial recognition technology. Use of the Services is void where prohibited.

2.1. Subject to payment of all applicable Fees and Customer's adherence to the terms and conditions of this Agreement, Clearview grants You and Your Authorized Users a non-exclusive, non-transferable right to access and use the Services as well as any copies, corrections, bug fixes, enhancements, modifications or new versions created by Clearview for the purpose of providing the Services to You. Any and all information You submit to Clearview in order to register for and/or use certain Services must be accurate. You are entirely responsible for maintaining the security of Your login information to the Services and agree not to disclose such to any unauthorized third party.

3. **USES**.

3.1. **Permitted Uses.**

3.1.1. Before accessing the Clearview Products and Services, You must complete a training on how to use such Produc
and Services in accordance with these Terms, User Code of Conduct and Principles. You will assign one Executive

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User to act as liaison between You and Clearview. The Executive User is responsible for providing a list to Clearview of who is an Authorized User and is responsible for overseeing their use of the Services, all of which must be in accordance with the User Code of Conduct. Users shall only use the Services for legitimate law enforcement and investigative purposes, all of which must be done in compliance and consistent with any local, state, federal or other applicable law. Users shall not use the Services to research or investigate any persons except those related to its law enforcement or investigate uses, such as suspects, defendants, witnesses, or victims.

3.1.2. You represent and warrant that You are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Your access may be terminated without warning if we believe that You are otherwise ineligible.

3.2. **Prohibited Uses.**

3.2.1. You agree that You will not use, and will not permit any Authorized User to use, the Services and Products to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Clearview's networks, Your account, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading; (iv) engage in activity that would discriminate against any person or violate any person's civil rights; (v) transmit through the Services any material that You unlawfully possess; (vi) unless otherwise agreed upon between You and Clearview pursuant to a separately executed agreement, build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; (vii) upload or transmit any software, content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Clearview or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Clearview's security systems; or (ix) use the Services in violation of any Clearview policy or in a manner that violates any local, state, federal, or other law, including but not limited to anti-spam, export control, and anti-terrorism laws, trade agreements or treaties.

3.2.2. With respect to the Services and Products, You and all Users are prohibited from engaging in the following acts: (i) using the Services for a commercial purpose; (ii) selling, marketing, or licensing any photographs or other information discovered using the Services; (iii) infringe on any known copyright discovered with or access by the Service; (iv) permit anyone other than an Authorized User or Executive User to use or access Your account, the Services and Products; (v) use any automated systems or software to extract the whole or any part of the Services, the information or data on or within the Services, including image search results or source code, for any purposes (including uses commonly known as "scraping"), or reverse engineer the Services; and (vi) research or identify any known individuals residing or located in the State of Illinois, U.S.A.

3.3. You are responsible for the activities of all Users who access or use the Services through Your Account and You agree to ensure that any such Users will comply with the terms of this Agreement. Clearview assumes no responsibility or liability for violations by You or Your Authorized Users. If You or the Executive User becomes aware of any violation of this Agreement in connection with use of the Services by any person, please immediately contact the Clearview legal department at legal@clearview.ai. Clearview may investigate any complaints and violations that come to its attentic and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing

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the content or terminating accounts and/or User access. Clearview shall have the right from time to time, and at all reasonable times during the term of this Agreement, to audit the log in and User activity of a Customer Account to ensure compliance with the terms of this Agreement. If such audit reveals that Customer provided unauthorized access to users not permitted under this Agreement, or used the Services in violation of this Agreement, Clearview may terminate this Agreement, suspend the Customer account, or suspend Customer access to the Clearview Products unless and until the Fees payable under this Agreement are adjusted to reflect the Customer's actual usage of the Clearview Products.

4. **PAYMENT TERMS**.

4.1. **Forms.** You agree that Clearview may charge to Your credit card or other payment mechanism selected by You and approved by Clearview ("**Your Account**") all amounts due and owing for the Services, including applicable taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account, all of which is set forth in Your Order Form or invoice. Notwithstanding anything stated otherwise, except for an Order Form from an Authorized Reseller, if You provide Clearview with Your own purchase order document (whether signed by one or both parties), unless otherwise agreed to by the Clearview Chief Revenue Officer, such document shall be construed **solely** as evidence of Customer's internal business processes or terms, and the terms and conditions contained on such document will be of no effect with respect to this Agreement between the parties.

4.2. **Monthly.** If Your Account is on a month-to-month term, Clearview will charge the credit card that You provide Your on a monthly basis for the Services commencing on the date Your Account is first activated and each month thereafter. In the event that Clearview is unable to process Your payment for Services, You will have seven (7) days to provide new credit card information to pay for the Services, otherwise Your access to the Services may be terminated by Clearview in its sole discretion.

4.3. **Term**. If Your Account is for a specific term period, then You shall pay for the Services outlined on Your Order Form or invoice within thirty (30) days after the date of such invoice, and in the method(s) specified by Clearview (without any deduction or set-off); provided that You may withhold only a portion of a payment that is due if such amount is subject to a good faith dispute between You and Clearview. Any deviations in payment timing pursuant to this Section 4.3 shall be set forth in your Order Form. You must provide Clearview with notice of a disputed invoice in writing. Clearview will not consider any invoice dispute notice which is sent by You later than ninety (90) days following the date of the invoice in question. The parties will work together to resolve all disputes within sixty (60) days of the date of the dispute notice. If You were billed in error, Clearview will provide Customer with a credit for the amount billed incorrectly.

4.4. **Late Payments**. Any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1 1/2 %) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. Without prejudice to Your rights set out elsewhere in this Agreement, all Fees are non-refundable and payable in advance. If you cancel, you will not receive a refund for any service already paid for. If You fail to pay an invoice when due and payable, Clearview has the right (without limitation of any other remedies hereunder or under applicable law or in equity) to immediately suspend or restrict Users' access to the Services, or to revoke or suspend (in whole or in part) the revocable license granted herein.

4.5. **Price Changes**. Clearview may change the price of its Services and Products at any time, including changing a free Service to a paid service; provided, however, that the pricing listed in Your Order Form will supersede any such changes during the specific term period identified in the Order Form. Unless otherwise expressed in an Order Form, during th initial term, including any applicable renewal term, the Fees shall increase on or after each anniversary of the

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commencement date of the Agreement by five percent (5%) annually from the prior year's Fees. Clearview will provide you with prior notice and an opportunity to terminate Your access (after the expiration of the specific term period identified in your Order Form) to such modified Service if Clearview changes the price of a Service to which you are subscribed. Clearview will not charge you for a previously free Service unless you have been notified of the applicable fees and You have agreed to pay such fees. Unless otherwise waived by Clearview, there is an activation fee of $500.00 to set up and activate a Customer Account ("**Activation Fee**"). If Your Account is voluntarily terminated by You or suspended pursuant to the terms of this Agreement, and You request a reactivation of such Account, you will be required to pay an additional Activation Fee. Activation Fees can be cumulative for Customers that make more than one request to reactive their Account.

4.6. **Taxes.**

4.6.1. The Fees covered by this Agreement are exclusive of any excise, sales, use, gross-turnover, value added, goods and services tax or other similar types of indirect taxes, duties or tariffs (however designated, levied or based and whether foreign or domestic) ("**Indirect Taxes**") imposed or levied, currently or in the future based on applicable legislation, on the Services provided under this Agreement. Unless otherwise agreed between the parties, Customer will be liable for compliance with and payment of such Indirect Taxes. Clearview shall include the Indirect Taxes on its invoice to Customer and remit such Indirect Taxes to the relevant authority if required by applicable law. For the avoidance of doubt, Clearview will be responsible for direct taxes imposed on Clearview's net income or gross receipts.

4.6.2. **Tax Exempt**. Notwithstanding the foregoing, if You are exempt from applicable taxes incurred or to be charged under this Agreement, then You shall provide Clearview with a properly executed certificate of such tax exemption. Clearview shall give effect to such certificate on a prospective basis from the date of receipt from You, all of which is subject to applicable law.

5. **TERM AND TERMINATION.**

5.1. **Term**. The terms of this Agreement are effective on You and Your Users commencing on the day You **first** use the Services, whether it be via a free trial or a paid subscription. If You purchase Services for a specific term (as further set forth in Your Order Form), such termination will be effective on the last day of the then-current term, or in the case of a month-to-month Agreement, upon written notice of your desire to terminate the Agreement at the end of the applicable month. If You fail to comply with any provision of this Agreement beyond any applicable cure periods, Clearview may terminate this Agreement immediately and retain any Fees previously paid by You. Upon the expiration of the term of this Agreement, to the extent You continue to access and use the Services, the terms of this Agreement will apply in full. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. Upon any termination of this Agreement, You must cease any further use of the Services.

This Agreement may be terminated in the following ways:

5.1.1. **By mutual agreement**: This Agreement may be terminated at any time, without payment of any penalty, except such refund or payment as shall be mutually consented by both parties, if any, by mutual agreement of the parties.

5.1.2. **By breach**: If either party is in material breach of this Agreement and such failure has not been cured within fifteen (15) days of receiving written notice of such breach, then the non-breaching party has the right to terminate the Agreement. The parties agree to endeavor in good-faith negotiations to resolve any dispute under this Sectio

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before terminating the Agreement. You waive Your right to any refund, payment or penalty in the event this Agreement is terminated due to Your breach of the agreement.

5.1.3. **By impossibility of performance**: Neither party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of God or of the public enemy, flood or storm, strikes or changes in an applicable statutory regulation or rule of any federal, state, or local government, or applicable agency thereof. If the Agreement is terminated due to impossibility of performance pursuant to this Section 5.1.3, Clearview shall provide such refund as may be equitable based upon the length of time remaining during the Customer's specific term and other equitable factors such as Clearview's expenses in the course of performance.

5.1.4. **Lack of Funding – Government Agencies**. If the necessary funds to fulfill the payment obligations under this Agreement are not allocated for the Customer's upcoming fiscal year, then Customer shall be permitted to terminate the Agreement early by providing no less than ninety (90) days' advance written notice setting forth proof of such lack of funding. In the event of such termination due to lack of appropriated funds, the Customer shall not be entitled to any reimbursement of any amounts or Fees paid or prepaid in advance to Clearview under the Agreement. This Section 5.1.4 is limited to Customers that are government agencies.

6. **CONFIDENTIALTY**.

6.1. To the extent legally permissible, Users are prohibited from disclosing the Services and any proprietary information relating to the Services to any unauthorized third party, including without limitation, screenshots of the Services, marketing materials, user manuals, pricing agreements, quotes, email communications from Clearview employees, and any information marked Confidential by Clearview. Notwithstanding the foregoing and to the extent permitted by applicable law, if the Customer receives a request for information under the Freedom of Information Act ("**FOIA**") or a substantially similar law applicable to the Customer and such request involves Clearview or is related to this Agreement, the Customer will endeavor to promptly notify Clearview in writing of such request in order for Clearview to seek protection from such disclosure.

6.2. You or your Users may provide, or Clearview may invite you to provide, comments or ideas about the Services, including, without limitation, improvements to them ("**Ideas**"). By submitting any Ideas, You agree that: (i) they are not confidential information; (ii) they are not subject to any use or disclosure restrictions (express or implied);
(iii) You claim no rights in them; and (iv) Clearview has no obligation to notify or compensate You in connection with Clearview's disclosure or use. You release Clearview from all liability or obligations that may arise from the receipt, review, disclosure, or use of any Idea that you submit.

7. **PROPRIETARY RIGHTS AND COPYRIGHT.**

Clearview and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("**Clearview Marks**") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any Clearview Marks, or other proprietary information (including images, text, page layout, or form) of Clearview without express written consent. You may not use any meta tags or any other "hidden text" utilizing Clearview Marks without Clearview's express written consent.

8. **CUSTOMER REPRESENTATIONS**. You represent and warrant that: (i) the signatory signing this Agreement has the actual authority to contract with Clearview AI, Inc. on behalf of the Customer; (ii) all Users are at least 18 years old; and (iii) the us

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of personally identifiable information, including photographs, may be subject to regulation in various jurisdictions. By accessing and using the Services, You further represent and warrant: (1) to use the Services in a manner that is consistent with all applicable laws, including those that regulate the use of personally identifiable information such as photographs; (2) You have a legitimate interest to use the Services to engage in data processing activities, (3) your uses of the Services are in the public interest and are proportional to carry out that public function, and (4) this Agreement is entered into for the purpose of and for Clearview to cooperate with the Customer concerning the investigation of conduct or activity that the Customer reasonably believes in good faith may violate federal, state or local law, or as otherwise authorized under applicable law.

9. **USER CODE OF CONDUCT**. These Terms incorporate the Clearview User Code of Conduct by reference. The User Code of Conduct is attached as Appendix 1. You and all Users must adhere to the User Code of Conduct at all times. The User Code of Conduct requires that all Users maintain the security of their own account, only use the Services for law enforcement or investigative purposes as authorized by their employer pursuant to their employment, and independently support and verify all image search results.

10. **COLLECTION AND SHARING OF DATA**. You expressly authorize Clearview to act as an agent on your behalf for the purpose of: (i) collecting and compiling publicly available images, including images from the Internet; (ii) receiving images uploaded to the Services by Users; and (iii) producing and storing facial vectors from images, including images collected from the Internet or shared by You with Clearview, for the purpose of providing the Service to You.

    By accessing and using the Services, Users affirmatively consent and allow Clearview to collect several types of information for Our business operations, including:

    - At the time of account creation: name, rank/title, contact information and employer.
    - During usage of the Services: Usage details including IP address, browser information, location data, search history within the Services, and login history.

    By accessing and using the Services, Users agree and consent to the sharing of certain types of personal data with third parties. Specifically, Users consent to:

    - Sharing their name, title, contact information and email messages to Clearview and its employees with a third-party provider of customer relationship management tools.
    - Sharing their name and email address with a third-party provider of email tools
    - Such disclosure of personal data as may be required by laws and regulations.

11. **USER CONTENT**.

    11.1. In connection with the Services and Products, Users may upload or share text, files, images, photos, videos, sounds or other materials ("**Content**") with Clearview. You represent and warrant that that You and Your Users: (i) lawfully obtained and own the Content uploaded by You on or through the Services and Products, including the Galleries Product, or otherwise have the right to grant the license set forth in this Section; (ii) the posting and use of Your Content on or through the Services and Products does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (iii) that uploading the Content into the Products does not result in a breach of contract between You and a third-party. Except for Content owned by You, or as permitted within this Agreement, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Products or Services. Notwithstanding anything else in this Section, Yc may use and distribute information appearing in Clearview search results for law enforcement, the protection of public

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security, and any other use expressly authorized under this Agreement.

11.2. You expressly authorize Clearview to perform technical functions, necessary to offer the Products and Services, including but not limited to, generating facial vectors, transcoding and/or reformatting Content to allow its use throughout the Products and Services. In connection with the foregoing, You hereby grant to Clearview a non- exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, reproduce and translate such Content to the extent necessary in order for Clearview to provide the Services and Products. Unless otherwise authorized by You or until the Content is available to the general public or in the public domain through no breach of an obligation of confidentiality to User by Clearview, Your Content, including Content located in the Galleries Product, shall not be made available to other Customers of Clearview. Subject to any applicable legal limitations that may arise from Clearview's need to defend or maintain claims or comply with enforcement, regulatory or other legal obligations, after the expiration or earlier termination of this Agreement, Clearview will delete the images of Content uploaded by You in the Galleries Product, except for images which are in the public domain.

11.3. **Clearview Enhance.** Clearview Enhance is a feature designed to improve the quality of a probe image, including features such as (without limitation) cropping, rotating, brightening, flipping, and sharpening the probe image ("**Enhanced Content**"). Customer understands, acknowledges, and agrees that Clearview will process and store the Enhanced Content for the purposes of: (i) providing the Enhanced Content for authorized law enforcement and governmental uses, (ii) compliance and auditing purposes, and (iii) to maintain a record of edits made to the probe image. Search results established through Clearview Enhance and its related systems and technologies are indicative not definitive. Clearview Enhance is provided "as-is" and Clearview makes no guarantees as to the accuracy of its search-identification software. The Customer and its Users must conduct further research to verify identifying information or other data discovered on third-party sites by any Clearview system or included in Clearview search results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

12. **NO WARRANTIES**.

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND AUTHORIZED RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. CLEARVIEW CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.

13. **INDEMNIFICATION.**

*Except as otherwise set forth in Appendix 2, t*o the extent permitted by law, You agree to defend, indemnify and hold harm
Clearview and its affiliates and their respective directors, officers, employees, and agents from and any and all damages,

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liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment or proceeding relating to or arising out of: (a) Users' breach of this Agreement, including of any of the Warranties or Prohibited Uses; (b) any actions brought by third parties arising out of Users' use of the Services in a manner not permitted or authorized under this Agreement; and (c) any security breach causes by Users' negligence, recklessness, or willfulness, and any third-party actions arisings from such security breach. If any action is brought against Clearview in respect to any allegation for which indemnity may be sought, Clearview will promptly notify User and will provide reasonable cooperation in connection with the defense or settlement of any such claim.

Subject to Clearview's limitation of liability set forth in Section 14, Clearview will defend, indemnify and hold harmless the Customer and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any third-party claim, judgment or proceeding arising out of Clearview's negligence or misconduct in its performance and delivery of the Products and Services under this Agreement.

14. **LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, Clearview shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: Your access to or use of or inability to access or use the Services; any content obtained from the Services; unauthorized access, use or alteration of Your Account. Regardless of Clearview's negligence, gross negligence, failure of an essential purpose, and whether such liability arises in contract, tort or any other legal theory, Clearview's aggregate liability under this Agreement shall not exceed the amount paid by You to Clearview, if any, in the past year for the Services giving rise to the claim. Subject to Chapter 768, Florida State Statutes, nothing contained in this Agreement shall be construed or interpreted to be a waiver of sovereign immunity by North Bay Village.

15. **MISCELLEANOUS.**

15.1 This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Use of the Services is also subject to Clearview's Privacy Policy and Principles, links to which can be found by visiting https://www.clearview.ai/privacy-policy and https://www.clearview.ai/principles respectively. The Privacy Policy and Principles are incorporated into this Agreement by this reference. Clearview may elect to change or supplement the terms of this Agreement from time to time in its sole discretion, provided that such changes shall not increase Your financial obligations under this Agreement (except as otherwise permitted in Section 4.5), the term of the Agreement, or Sections 13, 14, or 15.3 of this Agreement. Clearview will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such ten- business-day period, You will be deemed to have accepted the changes to these Terms. In order to participate and continue using certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement.

15.2 If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Clearview's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Clearview

reserves all rights to seek monetary remedies for its damages arising out of any Users' failure to abide by these Terms.

15.3 **Choice of Law and Forum**. Except as otherwise set forth in *Appendix* 2 or otherwise limited by applicable law of where the Customer is headquartered, this Agreement shall be governed by and construed under the laws of the State of Florida without regard for the conflict of laws rules of any jurisdiction. Except as otherwise set forth in *Appendix* 2 or otherwise limited by applicable law where the Customer is headquartered, in the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be in Miami-Dade County and Floridalaw shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereto.

15.4 **Public Records**. Under section 119.0701(2), Florida Statutes, each public agency contract for services entered into or amended must include the following terms:

The statute requires:

(a) **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 756-7171, VillageClerk@nbvillage.com, 1666 Kennedy Causeway, Ste 300, North Bay Village, FL 33141**

(b) Clearview agrees to comply with Florida's public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

Appendix 1

Clearview User Code of Conduct

Clearview AI, Inc. makes its technology and software tools available to law enforcement and security professionals who will use them to enhance public safety and reduce crime, fraud, and risk in order to make communities safer. As a company, we hold ourselves to the highest level of commitment to ethics, integrity and professionalism and take steps to ensure that the search tools we provide are used correctly and lawfully. Our User Code of Conduct was developed to ensure that our customers are using the Clearview Platform (defined below) in a safe, ethical, professional, and appropriate manner. Before activating their Clearview Account, Users should review this Code of Conduct to confirm they will adhere to these essential rules of use.

This User Code of Conduct applies to all individual Users (persons who possess an individual login associated with a particular email address and password to an Account on the Clearview app, hereafter, "**User**", "**Users**", or "**Individual Users**") and to all User organizations (organizations which have a Service Agreement with Clearview, hereafter "**User Organization**", "**User Organizations**", or "**Organization**").

By registering a User Account with Clearview, and by using Clearview's Products and Services, mobile application and web browser application (found on the web at Clearview.ai), facial imaging and search software, image database, publicly-available online image indexing and search functionality, and its website (collectively, the "**Clearview Platform**"), Authorized Users and Organizations agree to be bound by this User Code of Conduct (this "**Code**").

Account Security

- Users are responsible for maintaining the confidentiality of their username and password.
- Users are responsible for all activities that occur under that User's username and password. Users must immediately email the Clearview Help Desk at help@clearview.ai to notify Clearview of any unauthorized use of their username or password or any other breach of security.
- Users may only access their accounts from devices that are authorized for professional use by their Organization.
- The designated User is the only individual who may access and use the Account.

Independent Verification

- Search results established through the Clearview Platform and its related systems and technologies are indicative and not definitive.
- Clearview takes every step to ensure the accuracy of its facial recognition software. However, it is not possible to guarantee the accuracy of the search results it produces. Users must conduct further research and investigation to verify the accuracy of any search result.
- Search results used as a lead in an investigation must be reviewed by more than one person per Organization.
- The Clearview Platform is neither designed nor intended to be used as a single-source system for establishing the identity of an individual, and Users shall not use it as such.
- Furthermore, search results produced by the Clearview Platform are not intended nor permitted to be used as admissible evidence in a court of law or any court filing.

Appropriate and Authorized Use

- This Agreement only authorizes the use of the Clearview Platform by law enforcement and public security professionals for legitimate law enforcement and public security purposes. Any and all use of the Clearview Platform must be authorized by a supervisor employed by the Organization.
- Organizations must designate an Executive User ("**Administrator**"), who shall have access to the search histories of all individual Users associated with the Organization, and shall monitor the search history to ensure responsible use.
- Users shall not use the Clearview Platform for personal purposes, or for any purposes which are not authorized and directed by the Organization's supervisors.
- Use of the Clearview Platform in a fashion which contributes to harassment, stalking, cyberstalking, threats, abuse or bullying, or in violation of any state, federal, local or any other applicable law, is strictly prohibited by this Code of Conduct.
- Users are prohibited from knowingly uploading or providing Content to Clearview that depicts a child sixteen (16) years or younger that is a resident in the state of California.
- The Clearview Platform is authorized only for use of images of persons under the age of 16 for the purposes of protecting the child's safety, victim identification, when the child's welfare is at risk, in connection with investigations of violent felonies, and to help protect against the spread of Child Sexual Abuse Material ("**CSAM**").
- Clearview retains the right to suspend or terminate User accounts if we determine that a User or Organization has violated any provision of the Code of Conduct.

Conclusion

Clearview aspires to make the world a better place by helping qualified professionals use public information to counter crime, fraud, and threats to public safety through its proprietary technology. The Clearview Code of Conduct is a key part of ensuring that its relationships with its customers are based on integrity, responsibility and professionalism. By adhering to this Code of Conduct, you are helping Clearview achieve its collective goal of making communities safer while adhering to the highest standards of ethics and security.

Appendix 2

Government Terms

Amended Terms for Federal, State and Local Governments in the United States

If you are a federal, state or local government or government agency in the United States ("**You**"), and You are using Clearview Services in your official capacity ("**Official Use**"), the following terms apply solely to such use and all other terms remain in effect:

1. **Governing Law**

Terms relating to venue and governing law do not apply to Your Official Use.

If You are the federal government or a federal government agency in the United States:

For federal government and federal government agencies, any agreement You have with us will be governed by the

laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of New York will apply.

If You are a state government or state government agency in the United States:

For state government and state government agencies, any agreement You have with us will be governed by the laws of the State in which Your agency is located, and in the absence of a requirement that Your state law applies, the laws of the State of New York will apply.

If You are a local government or local government agency in the United States:

For local government and local government agencies, any agreement You have with us will be governed by the laws of the State in which Your agency is located, and in the absence of a requirement that Your state law applies, the laws of the State of New York will apply.

2. **Indemnity**

If You are the federal government or a federal government agency in the United States:

Terms relating to indemnification do not apply to your Official Use except to the extent expressly authorized by federal law.

If You are a state government or state government agency in the United States:

Terms relating to indemnification will apply to You only to the extent expressly permitted by your jurisdiction's laws.

If You are a local government or local government agency in the United States:

Terms relating to indemnification will apply to You only to the extent permitted by your jurisdiction's laws.

EXHIBIT B - AFFIDAVITS

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

Exhibit __

CLEARVIEW AI. INC TERMS OF SERVICE

Last Updated: January 7, 2025
Modified for Customer: January 15, 2026

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE CLEARVIEW WEBSITE, PRODUCTS, SERVICES AND ASSOCIATED SOFTWARE OF CLEARVIEW AI, INC. AND ITS AFFILIATES AND SUBSIDIARIES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS AND THE USER CODE OF CONDUCT. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING, OR BY USING THE CLEARVIEW PRODUCTS OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT", OR "TERMS"). CLEARVIEW PRODUCTS AND SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS.

This Agreement governs the access, use, and provisioning of the Products and Services provided by Clearview or through an Authorized Reseller and licensed to Customer. By ordering Products or Services or accessing or using the Products or Services, Customer agrees to be bound by these Terms. Clearview and Customer are sometimes referred to individually as "**party**", and collectively as "**parties**". If there is a conflict between the Order Form and this Agreement (as updated from time to time in accordance with Section 15 below), the Order Form will prevail. If You, as the Customer, already agreed to a Terms of Service or an End User License Agreement before the published/last updated date set forth in these Terms, any clauses in Your prior agreement pertaining to local laws or applicable to Your specific jurisdiction, including a Location Specific Addendum, will continue to be valid and enforceable. These local law specific provisions remain unchanged and will continue to apply to You after the published/last updated date of these Terms.

DISCLAIMER: As with any search engine, search results established through Clearview and its related systems and technologies are indicative and should not be considered definitive. Clearview makes no guarantees as to the accuracy of its search-identification software. Clearview's facial recognition algorithm has been tested by the National Institute of Standards and Technology's Facial Recognition Technology Evaluation program, and was found to be highly accurate, but its performance under real-world conditions can differ. The quality of a submitted probe image, the lack of online images of a depicted individual in Clearview's Database, and other factors can impact and potentially reduce the accuracy of the Clearview search results. A set of search results produced by the Clearview search engine may contain a mix of images of the person depicted in the probe image and images of other similar-looking individuals. Clearview is neither designed, nor intended, to search the internet for artificially-generated images of faces or to be used as a sole-source system for conclusively establishing or determining an individual's identity. It is the responsibility of the Customer to corroborate any identifying information or other data discovered on third party sites using any Clearview system or included in Clearview search results by conducting additional research.

The parties incorporate by this reference the above clauses, and agree as follows:

1. DEFINITIONS.

The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa.

1.1. **"Access Credentials"** means the necessary security keys, secrets, tokens, and other credentials to access the Clearview APIs. The Access Credentials enable Clearview to associate Customer's API Program with Customer's use of the Clearview APIs.

1.2. "**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with Clearview, whereby control means owning 50% or more of Clearview's voting stock.

1.3. "**APIs**" means a set of Clearview application programming interfaces, software code, tools, unique access key or link assigned, documentation, information, or materials with the functions and procedures that allow the Customer to make use and access the features and algorithm of Clearview, Clearview's Products and Services, Database, Customer Equipment, other developer services, and associated software.

1.4. **"Authorized Reseller"** means an entity that is authorized by Clearview to market and sell Clearview's Products and Services to a government agency authorized to carry out official government tasks, national security, intelligence, counterintelligence, military operations, law enforcement, public safety, public defender, or criminal investigative work. The relationship between Clearview and the Authorized Reseller will be pursuant to a separate agreement executed between Clearview and Authorized Reseller.

1.5. **"Authorized User"** means an individual who is employed by or under the legal direction of the Customer and is authorized to carry out official government tasks on behalf of the Customer. Any and all Authorized Users must be approved by the Executive User to access and use the Products and Services.

1.6. **"Clearview"**, **"We"**, or **"Our"** means Clearview AI, Inc., its Affiliates, Subsidiaries, successors and assigns.

1.7. **"Clearview Confidential Information"** means (i) any and all documents and other materials that are marked as being confidential or proprietary, and (ii) any and all information that one would reasonably deem to be confidential given the nature of the information and the circumstances regarding its disclosure, including, but not limited to, trade secrets, proprietary information, object and source code, know-how, business operations, proposed products and services, research and development, business forecasts, finances, Clearview-provided documents, and customer lists.

1.8. **"Cloud Product"** means Clearview's facial recognition search engine production and functionality, hosted remotely and accessed via the Internet, Database, publicly-available online image indexing and search functionality, licensed by the Customer and listed on the applicable Order Form.

1.9. **"Country of Concern"** means (1) any foreign government determined by the U.S. Attorney General, with the concurrence of the Secretaries of State and Commerce, to have engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or the security and safety of U.S. persons; and (2) poses a significant risk of exploiting government-related data or bulk U.S. sensitive personal data to the detriment of the national security of the United States or security and safety of U.S. persons. As of December 27, 2024, this includes: China (including the Special Administrative Regions of Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela.

1.10. **"Covered Data Transaction"** means any transaction that involves any access by a County of Concern or Covered Person to any government-related data or bulk U.S. sensitive personal data and that involves: (1) Data brokerage; (2) a vendor agreement; (3) an employment agreement; or (4) an investment agreement.

1.11. "**Covered Person**" means (i) any foreign person that is an entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Countries of Concern, or that is organized or has its principal place of business in a Country of Concern; (ii) any foreign person that is an entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Covered Persons; (iii) any foreign person that is an individual who is an employee or contractor of a Country of Concern or of a Covered Person; (iv) any foreign person that is an individual who primarily resides in the territorial jurisdiction of a Country of Concern; or (v) any person, wherever located, determined by the Attorney General to be owned or controlled by, subject to the jurisdiction or direction of, acting or likely to act for or on behalf of, or knowingly causing or directing or likely to cause or direct a violation of 28 C.F.R. § 202.101 (2025). The names of persons designated as a Covered Person are published in the Federal Register and incorporated into the National Security Division's Covered Persons List. The Covered Persons

List is accessible through the following page on the National Security Division's website at https://www.justice.gov/nsd.

1.12. **"Customer"** or **"You"** means a government agency authorized to carry out official government tasks, national security, intelligence, counterintelligence, law enforcement, public safety, public defender, or criminal investigative work; or any contractor or individual authorized to carry out such tasks on behalf of the foregoing entities who enters into or has entered into a legal relationship under an Order Form with Clearview or an Order Form that is submitted by an Authorized Reseller on behalf of Customer and is accepted and countersigned by Clearview.

1.13. **"Customer Equipment"** means any computing platforms, computer hardware, cloud computing environments, or other IT infrastructure that is owned , licensed or controlled by the Customer or a third party for use by Customer, and which is used to access or use any Clearview Product, application or service, including, but not limited to the Cloud Product or any Clearview APIs. This includes, but is not limited to, servers, computers, mobile devices, tablets, virtual machines, containers, cloud-based compute and storage services, or other equipment where the Customer has installed, deployed, hosted, or maintained the Clearview APIs.

1.14. "**Database"** means all images collected by Clearview and any data including facial vector data, produced by Clearview from such images and hosted in a cloud storage database. The Database does not include probe images or images contained in the Galleries Product.

1.15. **"Debarred List"** means a list maintained by the U.S. General Services Administration of parties excluded from receiving federal contracts or certain subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

1.16. **"Denied Persons List"** means a list published by the U.S. Department of Commerce's Bureau of Industry and Security that identifies individuals and entities that have been denied export privileges.

1.17. **"End User License Agreement"** means the Clearview license agreement provided to the Customer for the purpose of licensing access and use to the Products and Services when the Customer purchases the Products and Services through an Authorized Reseller.

1.18. **"Entity List"** means a list published by the U.S. Department of Commerce's Bureau of Industry and Security of certain foreign persons, including businesses, research institutions, government and private organizations, and individuals, that ARE determined to be a potential risk for illegal exports.

1.19. **"Executive User" or "Administrator"** means the individual(s) designated by Customer who has administrative privileges over Customer's Clearview account, including search history, audit, approval, User management, and suspension capabilities over all Users associated with such Customer account.

1.20. **"Fees"** means all fees, charges, and applicable taxes payable by Customer to Clearview, or by Customer to an Authorized Reseller, for a license and right to use and access the Products and Services. In the event the Customer purchases the Clearview Products and Services through an Authorized Reseller, the payment terms shall be as outlined in the Reseller Forms and such payment terms will be provided by the Authorized Reseller to Clearview on a Clearview approved Order Form.

1.21. **"Galleries Product"** means a private image database comprised of images and Content uploaded, shared or provided by the Users in the Customer account, which Customer may search probe images against. Images uploaded into this product are not combined with the Clearview Database (as defined above).

1.22. **"Intellectual Property"** includes, without limitation, Clearview's Products and Services (including any materials, deliverables or code provided as part of the Services) and all inventions, software, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service

marks, methodologies, know-how, tools, models, templates, source code, object code, algorithms, user interfaces and screen designs, metrics, analytics and data generated or processed by Clearview or Clearview's software or systems, whether pre-existing or created after the effective date of the Order Form, and whether developed by Clearview or a third party, including any modifications, enhancements and derivatives thereof (including without limitation, metrics, data, analytics and other information generated or processed by such Services).

1.23. **"Location Specific Addendum"** means additional legal terms that apply to the Customer's access and use of the Products and Services based on the jurisdiction of where the Customer is located. The Location Specific Addendum can be viewed in the Customer's Clearview account. In the event of a conflict between the Location Country Specific Addendum and these Terms, the Location Specific Addendum shall prevail with respect to such conflict.

1.24. "**Order Form**" means (i) an order placed by Customer for Products or Services through a Clearview on-line registration or e-signature page, a trial account, Clearview provided order form, or a form otherwise approved and signed by Clearview; or (ii) a mutually executed order form or similar ordering document signed by Clearview and Authorized Reseller describing commercial information and related terms for Customer's purchase of the Products and Services.

1.25. **"Professional Services"** means the configuration and provisioning, integration, support, and other professional services related to Customer's use and access to the Products that are specified in an Order Form.

1.26. **"Reseller Forms"** means additional agreements and forms Customer signs when purchasing Clearview Products and Services through an Authorized Reseller. If there is a conflict between the Reseller Forms, this Agreement or a Clearview End User License Agreement (if applicable), the order of precedence is the End User License Agreement, this Agreement, and then the Reseller Forms.

1.27. **"Services"** or **"Products"** means Clearview's mobile-accessible and web browser platform, Professional Services, facial imaging and search software, APIs, Database, Cloud Product, image indexing and search functionality, and any ancillary products or services purchased by the Customer and listed on the applicable Order Form.

1.28. **"Specially Designated Nationals List"** means a list published by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) that identifies individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers.

1.29. **"Subsidiary"** means a company that is wholly or partially owned and controlled by Clearview AI.

1.30. "**Unverified List**" a list published by the Bureau of Industry and Security ("BIS") of foreign persons for whom BIS has been unable to verify end-use checks and other information related to exports.

1.31. **"User"** means the Authorized Users and the Executive User(s).

2. LICENSE TERMS.

Users may only use and access the Products and Services pursuant to these Terms. Customer is solely responsible for itself and its Users' access to and use of the Products and Services and shall abide by, and ensure compliance with, all applicable laws in connection with the Customer's and its Users' use of the Products and Services, including but not limited to, laws related to intellectual property, data privacy, export control, and any laws applicable to Customer's use of facial recognition technology. Use of the Products and Services is void where prohibited.

2.1. Subject to payment of all applicable Fees and Customer's adherence to these Terms, Clearview grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to install and run (to the extent applicable), access and use the Products and Services. This license is applicable to the Customer and its authorized Users only. This right extends to any copies, corrections, bug fixes, enhancements, modification, or new versions of the Products and Services created by Clearview for the purpose of providing the Products and Services to Customer. Any and all information Customer or its Users submits to Clearview in order to register for and/or use certain Products and Services must be accurate. Customer is entirely responsible for maintaining the security of the login information of its Users and agrees its Users shall not disclose such information to any unauthorized third party. Clearview retains all rights, titles, and interests in the Products and Services (and any copy thereof), including all related Intellectual Property rights. Any attempt by You to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms is void. Clearview reserves all rights not expressly granted under these Terms with respect to the Products, Services, and otherwise.

3. USES.

3.1. Permitted Uses.

3.1.1. Before accessing the Clearview Products and Services, all Users must complete a training on how to use such Products and Services in accordance with these Terms, User Code of Conduct, and Principles. While Clearview provides training on the technical aspects of our Products and Services, it is the Customer's responsibility to develop additional internal policies, processes, and training. This further training should focus on ensuring proper, ethical, and legal usage in line with applicable laws. The Customer must ensure that their Users are fully informed and compliant with your own training requirements and guidelines, beyond the scope of Clearview's provided technical training. Customer will assign at least one Executive User to act as liaison between Customer and Clearview. The Executive User is responsible for providing and maintaining a list to Clearview of who is an Authorized User and overseeing the Authorized Users' use of the Products and Services, all of which must be in accordance with the User Code of Conduct. Users shall only use the Products and Services for official government purposes, all of which must be done in compliance and consistent with any local, state, federal, international, or other applicable law. Users shall not use the Products and Services for any purpose other than those within the scope of their authorized official government duties. Customer will comply with all applicable law, regulation, and third party rights (including, without limitation, laws regarding the import or export of data, biometric data, or software, privacy, and local laws).

3.1.2. Customer represents and warrants that it is fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Customer's access may be terminated without warning if Clearview believes that Customer is otherwise ineligible.

3.1.3. Customer will only access (or attempt to access) an API by the means described in the documentation of that API. If Clearview assigns Customer Access Credentials (e.g. client IDs), Customer must use them with the applicable APIs. Customer will not misrepresent or mask its identity when using the APIs or developer accounts. The Clearview APIs are intended only for use within the Customer's organization. The Customer may not share access to the Clearview APIs with any third party or make them publicly available. The Clearview APIs can only be hosted on private platforms restricted to the Customer's internal Users. Public platforms, or other external-facing servers must not be given access to the Clearview APIs.

3.1.4. Clearview sets and enforces limits on Customer's use of the APIs (e.g. limiting the number of API requests that You may make or the number of Users it may serve), in our sole discretion. Customer agrees to, and will not attempt to circumvent, such limitations documented with each API. If Customer would like to use any API beyond these limits, Customer must obtain Clearview's express consent (and Clearview may decline such request or condition acceptance on Your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Clearview API team for information.

3.2. Prohibited Uses.

3.2.1. Customer agrees that it will not, and ensure that its Users do not: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Products or Services; (ii) knowingly or negligently use the Products and Services in a way that abuses, interferes with, or disrupts Clearview's networks, Your account, or the Products or Services; (iii) use the Products or Services to engage in activity that is illegal, fraudulent, false, or misleading; (iv) **use the Products or Services to engage in activity that would discriminate against any person or violate any person's civil rights**; (v) use the Products or Services to transmit any material that it unlawfully possesses; (vi) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Products or Services; (vii) upload or transmit any software, Content, or code that does or is intended to harm, disable, destroy or adversely affect performance of the Products or Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Clearview or other users of the Products of Services; (viii) engage in any activity or use the Products or Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Products or Services, or any servers or networks connected to the Products or Services or Clearview's security systems; (ix) use the Products or Services in violation of this Agreement and any local, state, federal, or other law, including but not limited to anti-spam, export control, and anti-terrorism laws, trade agreements or treaties; and (x) permit multiple Users to access the Products or Services using a single email address and password or simultaneously access the Products or Services using the same login credentials.

3.2.2. With respect to the Products and Services, You and all Users are prohibited from engaging in the following acts: (i) using the Products or Services for a commercial purpose; (ii) selling, marketing, or licensing any photographs or other information discovered using the Products or Services; (iii) infringing on any known copyright discovered with or accessed by the Products or Services; (iv) permitting anyone other than an Authorized User or Executive User to use or access Your Clearview account or the Products or Services; (v) use of any automated systems or software to extract the whole or any part of the Products and Services, the information or data on or within the Products and Services, including image search results or source code, for any purposes (including uses commonly known as "scraping"), or reverse engineer the Products and Services; (vi) research or identify any individuals known to be residing in the State of Illinois, U.S.A.; and (vii) bypass security protocols or attempt to log in with the same account credentials from two different locations at the same time.

3.2.3. Except for Your own internal authorized use, You are strictly prohibited from using the APIs, Customer Equipment, Products or Services to develop or create any products or services which compete with the Products and Services (Clearview AI, the open internet search engine for official government use). Except for an Authorized Reseller, You are prohibited from sublicensing, reselling, or distributing the Products, Services, and APIs. If a Product or Service has any defined limit or restriction on usage (such as a search count

listed on an Order Form), and the Customer intentionally circumvents or manipulates that limit through any means, the User will be deemed in violation of this Agreement. Clearview reserves the right to suspend or terminate the Customer's access to any and all Products and Services if such intentional circumvention is discovered.

3.3. Security

3.3.1. You are responsible for the activities of all Users who access or use the Products and Services through Your Account and You agree that any such Users will comply with the terms of this Agreement. Clearview assumes no responsibility or liability for violations by You or Your Users. If the Customer or the Executive User becomes aware of any violation of this Agreement in connection with its Users use of the Products or Services by any person, you must immediately contact the Clearview legal department at legal@clearview.ai. The Executive User acknowledges and agrees that it will cooperate with a member of the Clearview security or legal team for the purpose of completing its investigation of any alleged misuse, complaint, violation of these Terms, or applicable law. Clearview may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing Content, or terminating accounts and/or User access.

If Clearview suspects or receives a report that the Customer or a User has misused the Products and Services, breached these Terms, or violated any applicable law, the Customer must cooperate with Clearview to perform an audit of the Customer's account to investigate the reported issue and/or ensure compliance with this Agreement. If such audit reveals that Customer or its Users provided unauthorized access to users not permitted under this Agreement, or used the Products or Services in violation of this Agreement, Clearview may (i) terminate this Agreement, (ii) suspend Customer access to the Clearview Products and Services, or (iii) suspend access to the Products and Services unless and until the Fees are adjusted to reflect the Customer's actual usage of the Clearview Products.

3.3.2. You will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the Clearview APIs, except to remove the Clearview APIs from a hardware, Customer Equipment, or computer of which You are an owner or authorized user in a manner permitted by these Terms. You may not violate or attempt to violate the security of the Clearview APIs. Clearview reserves the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting Users who have participated in such violations.

You will ensure that the Customer Equipment is maintained, developed with, and contains protections that are adequate to keep secure and prevent the interception of any APIs transmitted to or from such Customer Equipment. You will ensure that the Customer Equipment transmits data with protocols that are at least as secure as those being used by the Clearview APIs, and in any event with protocols as secure as 128-bit SSL encryption. You will not attempt to circumvent any security measures or technical limitations of the APIs. You will immediately notify Clearview of any security deficiencies, vulnerabilities, or bugs that You discover, or suspect have resulted in or that reasonably may result in any theft, loss, misuse, or unauthorized access to or use of Clearview data or the APIs.

3.3.3. Access Credentials (such as passwords, keys, and client IDs) are intended to be used by You and identify Your Customer Equipment. You will keep Your Access Credentials confidential and Access Credentials may not be embedded in open source projects. If You do not log in to Your API account for six (6) or more months, or we receive a bounce back

that Your email is no longer in service, we may treat Your account as "inactive" and permanently delete the account and all the data associated with it.

4. PAYMENT TERMS.

4.1. Forms. If You elect to pay Your Fees with a credit card, You agree that Clearview may charge the credit card or other payment mechanism selected by You and approved by Clearview ("**Your Account**") all amounts due and owing for the Products and Services, including applicable taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account, all of which is set forth in Your Order Form or Clearview provided invoice. Except for an Order Form approved by Clearview from an Authorized Reseller, if You provide Clearview with Your own purchase order document, unless otherwise agreed to by the Clearview Chief Revenue Officer and Legal Team, such document shall be construed **solely** as evidence of Customer's internal business processes or terms, and the terms and conditions contained on such document will be of no effect with respect to this Agreement between the parties.

4.2. Monthly. If Your Account is on a month-to-month term, Clearview will charge the credit card that You provide on a monthly basis for the Products and Services commencing on the date Your Account is first activated and each month thereafter. In the event that Clearview is unable to process Your payment for the Products and Services, You will have seven (7) days to provide new credit card information to pay for the Products and Services, otherwise Your access to the Products and Services may be terminated by Clearview in its sole discretion.

4.3. Term. If Your Account is for a specific term period, then You shall pay for the Products and Services as outlined on Your Order Form or Clearview invoice within thirty (30) days after the date of such invoice, and in the method(s) specified by Clearview (without any deduction or set-off) or as instructed by the Authorized Reseller.

4.4. Late Payments. This Section 4.4 will not apply to Customers where applicable law prohibits the Customer from contractually agreeing to late fees or interest. To the extent the jurisdiction that You are located in allows You to incur late charges for failure to pay Fees in a timely manner, any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. Without prejudice to Your rights set out elsewhere in this Agreement, all Fees are non-refundable and payable in advance. If You fail to pay an invoice when due and payable, Clearview has the right (without limitation of any other remedies hereunder or under applicable law or in equity) to immediately suspend or restrict Users' access to the Products and Services, or to revoke or suspend (in whole or in part) the revocable license granted herein.

If applicable, if Clearview does not receive payment from an Authorized Reseller for the Products and Services outlined on the Order Form, Clearview may immediately suspend Customer's access to the Products and Services, this Agreement, or any Order Form by providing written notice to Customer. However, in Clearview's sole discretion, it may instead choose to directly collect Fees from the Customer in order to prevent any suspension in Customer's access to the Products and Services. Clearview reserves the right to directly pursue payment from the Customer if an Authorized Reseller fails to submit payment to Clearview as outlined on the Order Form.

4.5. Price Changes. Clearview reserves the right to change the pricing for Products and Services at any time, including those previously offered for free. However, the pricing listed on a Customer's Order Form shall govern over any pricing changes for the duration of the initial term period specified in the Order Form (this does not include automatic renewal periods). After the initial term period specified in the Order Form expires, Clearview will notify the Customer of any pricing changes applicable to renewed terms and give the Customer an opportunity to terminate access before being charged the new pricing. For Products or Services that were previously free, Clearview

will not begin charging a fee during the initial term specified in the Order Form unless the Customer has been notified of the applicable fees in advance and has agreed to the pricing change. However, Clearview reserves the right to revoke or limit the Customer's use and access to such previously free features at its sole discretion if it chooses to charge for them later.

4.6. Taxes.

4.6.1. If You are exempt from applicable taxes incurred or to be charged under this Agreement, then You shall provide Clearview with proof of or an executed certificate of such tax exemption. Clearview shall give effect to such certificate on a prospective basis from the date of receipt from You, all of which is subject to applicable law. Notwithstanding the foregoing, if You are **not** tax exempt, then the Fees covered by this Agreement are exclusive of any excise, sales, use, gross-turnover, value added, goods and services tax or other similar types of indirect taxes, duties or tariffs (however designated, levied or based and whether foreign or domestic) ("**Indirect Taxes**") imposed or levied, currently or in the future based on applicable legislation, on the Products and Services provided under this Agreement. Unless otherwise agreed between the parties, Customer will be liable for compliance with and payment of such Indirect Taxes. Clearview shall include the Indirect Taxes on its invoice to Customer and remit such Indirect Taxes to the relevant authority if required by applicable law. For the avoidance of doubt, Clearview will be responsible for direct taxes imposed on Clearview's net income or gross receipts.

5. TERM AND TERMINATION.

5.1. Term. This Agreement is effective on You and Your Users commencing on the day You first use the Products or Services, whether it be via a free trial or a paid subscription license. If You purchase the Products or Services for a specific term (as further set forth in Your Order Form), the termination will be effective on the last day of the then-current term, renewal term, or in the case of a month-to-month Agreement, upon written notice of Your desire to terminate the Agreement at the end of the applicable month. Either party may terminate any applicable renewal term by providing the other party with notice of non-renewal at least 30 days before the end of the applicable renewal term. If You fail to comply with any provision of this Agreement beyond any applicable cure periods, Clearview may immediately terminate (i) Your access to the Products and Services , (ii) an Order Form, or (ii) this Agreement, and retain any Fees previously paid by You. Upon the expiration of this Agreement, to the extent You continue to access and use the Products and Services, the terms of this Agreement will continue to apply in full. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. Upon any termination of this Agreement, You and Your Users must cease any further use of the Products and Services.

This Agreement may be terminated in the following ways:

5.1.1. By mutual agreement: This Agreement may be terminated at any time, without payment of any penalty, except such refund or payment as shall be mutually consented by both parties, if any, by mutual agreement of the parties.

5.1.2. By breach: If either party is in material breach of this Agreement and such failure has not been cured within fifteen (15) days of receiving written notice of such breach, then the non-breaching party has the right to terminate the Agreement. The parties agree to endeavor in good-faith negotiations to resolve any dispute under this section before terminating the Agreement. Clearview will not issue or provide any refund for Fees paid in advance if this Agreement is terminated due to your breach of the Agreement.

5.1.3. By impossibility of performance: Neither party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations

hereunder for any reason beyond its control, including without limitation, acts of God or of the public enemy, war, flood or storm, strikes, or changes in an applicable statutory regulation or rule of any federal, state, or local government, or applicable agency thereof. If the Agreement is terminated due to impossibility of performance pursuant to this Section 5.1.3, Clearview shall provide such refund as may be equitable based upon the length of time remaining during the Customer's specific term and other equitable factors such as Clearview's expenses in the course of performance.

5.1.4. Lack of Funding – Government Agencies. If the necessary funds to fulfill the payment obligations under this Agreement are not allocated for the Customer's upcoming fiscal year, then Customer shall be permitted to terminate the Agreement early by providing no less than ninety (90) days' advance written notice setting forth proof of such lack of funding. In the event of such termination due to lack of appropriated funds, the Customer shall not be entitled to any reimbursement of any amounts or Fees paid or prepaid in advance to Clearview under the Agreement.

5.2 Termination. Upon termination of these Terms, You will immediately stop using the Products, Services, associated APIs and Cloud Product. Clearview may independently communicate with any account owner whose account(s) are associated with Your Customer Equipment or API and Access Credentials to provide notice of the termination of Your right to use the Customer Equipment for an API. Upon termination or expiration of these Terms or of access to an API, or upon written request of Clearview, You shall (i) promptly destroy or return the APIs in whatever form they may be held by You, including the destruction or return of any and all documents and other materials associated with such APIs and Cloud Product and all copies thereof, and (ii) confirm in writing (in a form to be approved by Clearview) to Clearview that You have complied with the obligations set forth in this Section.

6. CONFIDENTIALITY.

6.1. To the extent legally permissible, Customer shall not disclose Clearview Confidential Information, or any part thereof, to any third party. Customer shall only use Clearview Confidential Information to exercise Customer's rights and obligations under this Agreement. Furthermore, Customer agrees to use the same degree of care to protect Clearview Confidential Information from accidental and/or unauthorized use and disclosure as Customer uses to protect Customer's own confidential information, but in no event shall such degree of care be less than a reasonable degree of care. Each User must have a need to access Clearview Confidential Information, be bound by confidentiality restrictions materially consistent with those set forth herein, and comply with the terms of this Agreement.

Notwithstanding the foregoing and to the extent permitted by applicable law, if the Customer receives a request for information under the Freedom of Information Act ("**FOIA**") or a substantially similar law applicable to the Customer and such request involves Clearview or is related to this Agreement, the Customer will **endeavor** to promptly notify Clearview in writing of such request in order for Clearview to seek protection from such disclosure.

15.1 Public Records. Under section 119.0701(2), Florida Statutes, each public agency contract for services entered into or amended must include the following terms:

The statute requires:

(a)**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDSAT (305) 756-7171, VillageClerk@nbvillage.com, 1666 Kennedy Causeway, Ste 300, North Bay Village, FL 33141**

(b) Clearview agrees to comply with Florida's public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

6.2. You or Your Users may provide, or Clearview may invite You to provide comments or ideas about the Products or Services, including, without limitation, improvements to them ("**Ideas**"). By submitting any Ideas, You agree that: (i) they are not confidential information; (ii) they are not subject to any use or disclosure restrictions (express or implied); (iii) You claim no rights in them; and (iv) Clearview has no obligation to notify or compensate You in connection with Clearview's disclosure or use. You release Clearview from all liability or obligations that may arise from the receipt, review, disclosure, or use of any Idea that You submit.

7. PROPRIETARY RIGHTS AND COPYRIGHT.

All rights not expressly licensed to Customer under this Agreement are reserved exclusively by Clearview, including, without limitation, all ownership, title, and proprietary rights in and to Clearview Intellectual Property. While You acknowledge that Clearview is engaged in the collection and processing of public images and facial recognition data on Your behalf and for Your benefit, under no circumstances shall any Products or Services provided by Clearview be deemed "works made for hire" by Clearview for the ownership of the Customer. Except as authorized by Customer in this Agreement, Customer retains sole and exclusive ownership to any and all Content, and Customer shall be responsible for the accuracy, quality, integrity and legality of Content and of the means by which it acquired the Content.

8. CUSTOMER REPRESENTATIONS.

a. You represent and warrant that: (i) Your signatory on the Reseller Forms and any Order Form has the actual authority to contract with Clearview on behalf of the Customer; (ii) all Users are at least 18 years old; and (iii) Users are not on any Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List or any other lists published by the U.S. Government.

b. By accessing and using the Products or Services, You represent and warrant that: (i) You and Your Users will use the Products and Services in a manner that is consistent with all applicable laws, including those that regulate the use of personally identifiable information such as photographs; (ii) You have a legitimate interest to use the Products or Services to engage in data processing activities, and (iii) Your use of the Products or Services are in the public interest and are proportional to carry out that public function. You understand, acknowledge and agree that entering into this Agreement and accessing the Products and Services is for the purpose of Clearview cooperating with Customer to carry out official government tasks, national security, intelligence, counterintelligence, law enforcement, public safety, public defender work, or criminal investigative work as authorized under applicable law.

c. Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than sixteen (16) years of age that is a resident in the State of California, or known to be younger than thirteen (13) years of age that is a resident in Colorado, Connecticut, Virginia or Utah, unless such Content concerns conduct or activity that the User reasonably and in good faith believes may violate federal, state, or local law. As further outlined in the Clearview Privacy Policy, Clearview does not knowingly sell or share information about consumers under the age of 16.

d. Subject to the above, Users are prohibited from uploading or providing Content to Clearview of persons known to be under the age of sixteen (16) unless such Content concerns: (i) investigation on a matter related to public safety or the person's safety, (ii) victim identification, when the person's welfare is at risk, (iii) conduct or investigations of violent felonies, (iv) conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations, or (v) to help protect against the spread of Child Sexual Abuse Material ("**CSAM**"). Users must adhere to all applicable federal, state and local laws, and cooperate with the necessary law enforcement agencies, including without limitation, the National Center for Missing & Exploited Children ("**NCMEC**"), Federal Bureau of Investigation ("**FBI**"), any federal law enforcement agency that is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes, any State or local law enforcement agency that is involved in the investigation of child sexual exploitation, foreign law enforcement agency designated by the Attorney General of the United States or a foreign law enforcement agency that has an established relationship with the FBI, Immigration and Customs Enforcement, or INTERPOL, and is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes.

e. This representation and warranty set forth in Section 8(e) shall not apply to: (i) transactions that are required or authorized by U.S. Federal law, (ii) an international agreement to which the United States is a party, as further listed under § 202.507 of 28 C.F.R. Part 202, or (iii) data transactions undertaken for the official business of the United States Government. Specifically, it does not apply to activities conducted by United States Government employees, grantees, or contractors; or authorized activities of any United States Government department or agency, including those performed by Federal depository institutions or credit union supervisory agencies acting in the capacity of receiver or conservator; or transactions carried out under a grant, contract, or other agreement with the United States Government. Such activities must be undertaken pursuant to a grant, contract, or other agreement with the United States Government and directly further the official business of the United States Government. This exemption does not apply to activities outside the scope of official government business or to transactions conducted for any other purpose.

Customer represents and warrants on behalf of itself and its Users, that it is not a Covered Person, and agrees that it will not, under this Agreement, perform any services, engage in any transactions or activities, or use the Products and Services to engage in a Covered Data Transaction involving data brokerage with a Country of Concern or a Covered Person. Customer must promptly report any known or suspected violation of this Section 8(e) to legal-requests@clearview.ai within five (5) days of the known violation. The report must include detailed information regarding the nature, date, and circumstances of the violation, along with any supporting documentation. Customer shall fully cooperate with Clearview in any subsequent investigations, inquiries, or additional reporting obligations required by applicable laws or regulations. For avoidance of doubt, this representation and warranty prohibits Customer from engaging in certain transactions with Clearview search results, including, but not limited to, providing Clearview search results pertaining to U.S. residents to any person or entity, (i) residing in any Country of Concern, (ii) controlled by a person residing in a Country of Concern, or (iii) designated as a Covered Person.

For the purposes of Section 8(e), additional definitions are outlined in 28 C.F.R. § 202.101 (2025), Part 202—Preventing Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons. The full text of these regulations can be accessed in the Federal Register at: https://www.federalregister.gov/d/2024-31486.

9. USER CODE OF CONDUCT.

These Terms incorporate the Clearview User Code of Conduct by reference. You and all Users are required to abide by the Clearview User Code of Conduct, which is attached as Appendix 1. The User Code of Conduct outlines specific requirements for maintaining the security of individual accounts, using the Products and Services only for authorized government purposes as permitted by Your agency, and verifying and independently supporting all image search results. It is imperative that all Users adhere to the User Code of Conduct at all times while using the Clearview Products and Services.

10. COLLECTION AND SHARING OF DATA.

Subject to the terms of Clearview's Privacy Policy, You and on behalf of Your Users expressly authorize Clearview to act as an agent and processor on Your behalf for the purpose of: (i) collecting and compiling publicly available images, including images from the Internet; (ii) receiving and processing Content (as defined below) uploaded or provided to the Products and Services; (iii) producing, processing, and storing facial vectors from images collected from the Internet and from Content, provided by You, or shared by You with Clearview, for the purpose of providing the Products and Services to You, and (iv) cooperating with You to investigate conduct or activity that You reasonably and in good faith believe may violate federal, state, or local laws, rules, or regulations. Any publicly available image data collected by Clearview from the internet is collected and processed for the purpose of improving the function of its search engine, enabling Clearview to improve the Products and Services accessed by the Customer and provide a more effective investigative tool to the Customer.

By accessing and using the Products or Services, Users affirmatively consent and allow Clearview to collect several types of information for our business operations, including:

- **Individual or Agency Account Creation**: When creating an account, Users may be required to provide Your name, rank/title, contact information, and employer/agency name. In some cases, we may request reasonable additional information such as age or identity verification information. Please note that we reserve the right to reject any account application or activation for any reason.

- **Communications.** Clearview may provide Users with the option to communicate with the Clearview customer support team via telephone, SMS, or MMS messages. If You or a User provide a mobile number to Clearview, You consent to Clearview contacting You or the user via SMS text messages for business-related and customer service purposes, including but not limited to

facilitating two-factor authentication for login to Clearview Products and Services, providing updates on orders, customer support services, responding to inquiries, and offering relevant information pertaining to Your account, the Products or the Services. By Users voluntarily providing a mobile phone number to Clearview and submitting a customer service inquiry, You agree that Clearview may contact such User by telephone, SMS, or MMS messages at that phone number, and consent to receiving such communications for transactional and informational purposes in response to customer service inquiries. You understand that such messages may be sent using an automatic telephone dialing system, and You are responsible for any fees that your phone service provider charges for SMS, data services, etc.

- **During Usage of the Products and Services**: Information related to Your use of our Products and Services, such as IP addresses, browser type and version, geographic location, search history within the Products and Services, records of User login history, and any other data that may be helpful for improving and enhancing our Products and Services. Clearview reserves the right to create, disclose, and use aggregated and/or anonymized data derived from your personal information and usage details for internal business purposes and compliance purposes.

By accessing and using the Products and Services, You and Your Users agree and consent to the sharing of certain types of personal data and information with third parties. Specifically, Users consent to:

- Sharing their name, title, contact information and written messages to Clearview and its employees with a third-party provider or service provider who provide us with certain services, such as cloud storage, customer service and support, software, payment, and customer relationship management tools.

- Sharing Content with other Clearview customers, including for the purposes of investigative deconfliction and image gallery sharing, only if the Executive User or a User consents to such sharing of the Content.

- Disclosure of personal data as may be required by laws and regulations.

For more information on how we handle personal data and protect privacy, please review our Privacy Policy here.

11. USER CONTENT.

11.1. In connection with the Products and Services, Users may upload or share text, files, images, photos, videos, sounds or other materials ("**Content**") with Clearview. You represent and warrant that You and Your Users: (i) have lawfully obtained and own the Content uploaded into the Products and Services, including the Galleries Product, or otherwise have the rights to grant the license set forth in this Section; (ii) the posting and use of Your Content does not violate the rights of any third party, including, privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (iii) uploading the Content does not result in a breach of contract between You and a third-party. Except for Content owned or licensed by You, or as permitted within this Agreement, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Products or Services. Notwithstanding anything else in this Section, You may use and distribute information appearing in Clearview search results for official government use, the protection of public security, and any other uses allowed under this Agreement.

11.2. You expressly authorize Clearview to perform technical functions necessary to offer the Products and Services, including but not limited to, generating facial vectors, transcoding and/or reformatting Content to allow it to be uploaded, stored and used across Clearview's Products and Services. With respect to the Customer Equipment, we grant You a limited, non-exclusive, non-sublicensable, non-assignable license to download, install and use a single copy of the Clearview

API, including any online or enclosed documentation, data distributed to Your computer for processing and any future programming fixes, updates and upgrades provided to You, onto a network server or computer workstation for Your sole use to install, interact with and utilize the Clearview APIs, including the content and features contained therein. For the Customer Equipment, this license may not be shared, transferred to or used concurrently on different servers or workstations, and Clearview may require You to install future programming fixes, updates and upgrades provided to You for the APIs. Clearview reserves the right to add additional features or functions to the Clearview Products and Services when installed on Your computer or via a Customer Equipment and the Clearview's APIs may periodically communicate with Clearview servers. All activities that occur using Your Access Credentials are Your responsibility.

11.3. In connection with the foregoing, You hereby grant to Clearview a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, reproduce and translate such Content to the extent necessary in order for Clearview to provide the Products and Services. Your Content, including that in the Galleries Product, will remain inaccessible to other Clearview Customers **unless** You or Your Users authorize it, or it becomes public through no confidentiality breach by Clearview. If You or Your Users elect to share Content uploaded by You with other Clearview customers, You represent and warrant that You have the lawful authority to share such Content with other Customers. Subject to any applicable legal limitations that may arise from Clearview's need to defend or maintain claims or comply with enforcement, regulatory or other legal obligations, after the expiration or earlier termination of this Agreement, Clearview may delete the Content, except for images which are in the public domain. In Clearview's sole discretion, any and all video Content provided or uploaded by a Customer may be automatically deleted by Clearview on the earlier occurrence of either (i) the need for Clearview to deliver its image extraction services is fulfilled, or (ii) 15 days after the original upload of such video Content. Customer understands that Clearview is not a video host platform and will only maintain this data to the extent necessary to provide the Products and Services. Customer acknowledges and agrees that Clearview may delete video Content without notice and shall have no liability for such deletion. Customer retains all rights to the video Content and is solely responsible for backing up and archiving such Content.

11.4. Clearview Enhance. Clearview Enhance is a feature designed to improve the quality of a probe image, including features such as (without limitation) cropping, rotating, brightening, flipping, and sharpening the probe image ("**Enhanced Content**"). If the feature is available to the Customer, Customer understands, acknowledges, and agrees that Clearview will process and store the Enhanced Content for the purposes of: (i) providing the Enhanced Content for authorized governmental uses, (ii) compliance and auditing purposes, and (iii) to maintain a record of edits made to the probe image. Search results established through Clearview Enhance and its related systems and technologies are indicative, not definitive. Clearview Enhance is provided "as-is" and Clearview makes no guarantees as to the accuracy of its search-identification software. The Customer and its Users must conduct further research to verify identifying information or other data discovered on third-party sites by any Clearview system or included in Clearview search results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

11.5. Development of Products and Services. We are constantly developing new technologies and features to improve our systems, facial recognition technology algorithm, Products and Services. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our Products or Services, and/or start offering new Services or stop offering old ones. When a Product or Service requires or includes downloadable software, that software sometimes updates automatically on Your device once a new version or feature is available. Some services let You adjust Your automatic update settings. In addition, You acknowledge and agree that in connection with Clearview's continued work on its Products, Services and algorithm, such research and development is in furtherance of our provision of the Products and Services to You. If we make material changes that negatively impact Your use of our

Services, we will provide You with reasonable advance notice (which may be via email), except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

11.6. Limited Rights. If data collection and crawling services ("**CaaS Services**") are performed by Clearview on behalf of the Customer, as further outlined on the Order Form, Customer understands that Clearview may prioritize completing these CaaS Services over other unrelated Services and Clearview is not developing or delivering any unique technical data set to Customer. Any and all data that Clearview may collect or generate during the performance of CaaS Services ("**CaaS Content**") shall remain the sole property of Clearview, subject to Clearview's unlimited rights. The Customer does not acquire any ownership rights or license to use any such CaaS Content after the Customer is no longer an active Customer of Clearview. To the extent applicable and if it is determined that any data produced by the Products, Services, or CaaS Services is "technical data", the Customer shall only receive the limited rights granted under DFARS 252.227-7013. This means the Customer does not have the right to release or disclose the data outside the Customer without written permission from Clearview, and the Customer acknowledges its limited rights to use, modify, reproduce, release, perform, display or disclose any such technical data. Clearview expressly disclaims granting the Customer any implied licenses in technical data under this Agreement beyond the limited rights (if applicable) expressly granted to the Customer as outlined above. The Customer does not have any rights to the technical data beyond what is stated in this disclaimer. Clearview is not obligated to provide any Professional Services beyond those set forth in the Order Form, unless and until the parties mutually agree in writing to any change order or amendment to such Order Form.

11.7. The Products and Services (to the extent constituting software) are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, You receive only those rights with respect to any such Product or Service as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

12. NO WARRANTIES.

12.1. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND AUTHORIZED RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PRODUCTS OR SERVICES OR THAT THE PRODUCTS OR SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE PRODUCTS AND SERVICES ARE AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS OR SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE PRODUCTS OR SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCTS AND SERVICES REMAINS WITH YOU. CLEARVIEW CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE PRODUCTS OR SERVICES. USE IS AT YOUR OWN RISK.

12.2 Beta Services. The term "**Products**" or "**Services**" excludes any features, modules or applications labeled as "Pre-Release," "Alpha," "Beta" or the like ("**Beta Services**"). Beta Services are experimental, trial applications and features that may be revoked by Clearview, "break" or cease to be available at any time.

Clearview may remove or suspend access to Beta Services at any time. Beta Services are not required in order to use the Products and Services and are not part of the Products or Services, even if Customer elects to use them with the Products or Services. BETA SERVICES ARE AVAILABLE ONLY ON AN "AS IS" BASIS. CLEARVIEW MAKES NO WARRANTY AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT, AVAILABILITY OR QUALITY OF ANY BETA SERVICES OR THE CONTENT MADE AVAILABLE THROUGH BETA SERVICES, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE BETA SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. INDEMNIFICATION.

In no event shall Clearview nor its affiliates and their respective directors, officers, employees, and agents ("**Clearview Parties")** be liable for any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment or proceeding relating to or arising out of: (a) Users' breach of this Agreement, including of any of the Warranties or Prohibited Uses; (b) any actions brought by third parties arising out of Users' use of the Services in a manner not permitted or authorized under this Agreement; (c) any security breach caused by Users' negligence, recklessness, or willfulness, and any third-party actions arising from such security breach, or (d) any administrative or legal inquiry by a third-party related to Customer's use of the Products and Services that is in no way related to a violation of law by Clearview ("**Claims**"). The Customer shall indemnify, defend and hold the Clearview Parties harmless from any and all Claims, **provided that if the laws of the state or country where the Customer is based do not allow the Customer to enter into an agreement that includes an indemnification, then this sentence and the indemnification obligation will not apply to such Customer.**

If Clearview receives a third-party subpoena related to the Customer or their use of the Clearview Products and Services, and such subpoena is not related to any Clearview wrongdoing, Clearview shall promptly notify Customer and provide copies of such subpoena. Customer shall provide qualified legal counsel, subject to Clearview's approval, to respond to the subpoena at the Customer's sole expense. If the Customer cannot provide Clearview with qualified legal counsel, the Customer shall be required to reimburse Clearview for the reasonable legal fees incurred by Clearview in responding to the subpoena. Clearview and the Customer will reasonably cooperate with the legal counsel selected by the Customer in defending against the subpoena.

Clearview will defend, indemnify and hold harmless the Customer and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any third-party claim, judgment or proceeding (i) arising out of Clearview's gross negligence or willful misconduct in its performance and delivery of the Products and Services under this Agreement, or (ii) alleging that data Clearview used to train its proprietary algorithm, which is part of the Products and Services violates third-party patent, trade secret, trademark, or copyright rights.

14. LIMITATION OF LIABILITY.

To the maximum extent permitted by applicable law, Clearview shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: Your access to or use of or inability to access or use the Products or Services; any content obtained from the Products or Services; or unauthorized access, use or alteration of Your Account. Regardless of Clearview's negligence, gross negligence, failure of an essential purpose, and whether such liability arises in contract, tort or any other legal theory, Clearview's aggregate liability under this Agreement shall not exceed the amount paid by You to Clearview, if any, in the past year for the Products and Services giving rise to the claim.

15. MISCELLANEOUS.

15.1. The parties agree to contract in the English language. If Clearview provides a translation of the Terms, we do so for Your convenience only and the English Terms will solely govern our relationship. This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. This Agreement constitutes a legally binding contract between Clearview and Customer, regardless of any involvement by an Authorized Reseller. The Customer acknowledges that this Agreement governs their use of Products or Services and remains valid regardless of any Authorized Reseller transactions. Clearview reserves the right to directly enforce the terms of this Agreement against the Customer, regardless of the involvement of an Authorized Reseller.

Use of the Products and Services are subject to Clearview's Privacy Policy and Principles, links to which can be found by visiting https://www.clearview.ai/privacy-policy and https://www.clearview.ai/principles respectively. The Privacy Policy and Principles are incorporated into this Agreement by this reference. Clearview may elect to change or supplement the terms of this Agreement from time to time in its sole discretion, provided that if Clearview makes any material changes to these Terms that negatively and adversely affect the Customer's rights or obligations, such changes will only take effect if the Customer provides explicit consent to those specific modified Terms. Clearview will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You and Your Users. If You do not agree with the changes, You should discontinue using the Products and Services. If You continue using the Products and Services after such 10-business-day period, You will be deemed to have accepted the changes to these Terms.

15.2. If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Clearview's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Clearview reserves all rights to seek monetary remedies for its damages arising out of any Users' failure to abide by these Terms.

15.3. Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the state or country where the Customer is headquartered, and any disputes arising out of or relating to this Agreement shall be brought and resolved exclusively in the courts located in that jurisdiction

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall first be submitted to mediation in accordance with mutually agreed-upon procedures. If settlement is not reached within sixty (60) days after a written demand for mediation is served, either party may pursue resolution exclusively in a court of competent jurisdiction. The parties agree to engage in mediation in good faith as a commercially reasonable effort to resolve disputes prior to initiating any legal proceedings.

15.4. Notices. Except as otherwise set forth herein or on the Order Form, all notices to Customer under this Agreement will be by email to the Executive User and all notices to Clearview must be sent to legal-requests@clearview.ai. A notice will be deemed to have been duly given the day after it is sent. The Customer or Clearview may change its email address for receipt of notice by notice to the other party in accordance with this Section 15.4. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Clearview AI, Inc. makes its technology and software tools available to government agencies and government contractors to carry out official government tasks, such as national security, intelligence, counterintelligence, law enforcement, public safety, public defender, or criminal investigative work . As a company, we are committed to the highest level of ethics, integrity and professionalism and take steps to ensure that our search tools are used correctly and lawfully. Our User Code of Conduct ensures that our customers use the Clearview Platform (defined below) in a safe, ethical, professional, and appropriate manner. Before activating their Clearview Account, Users should review this Code of Conduct to confirm that they will adhere to these essential rules of use.

This User Code of Conduct applies to all individual Users (persons who possess an individual login associated with a specific email address and password for an Account on the Clearview Products and Services, referred to as, "**User**", "**Users**", or "**Individual Users**") and to all User organizations (organizations which have an Agreement with Clearview, referred to here as "**User Organization**", "**User Organizations**", or "**Organization**").

By registering a User Account with Clearview, and by using Clearview's Products and Services, APIs, Cloud Product, mobile application and web browser application (found on the web at Clearview.ai), facial imaging and search software, image Database, image indexing and search functionality, and its website (collectively, the "**Clearview Platform**"), Users and Organizations agree to be bound by this User Code of Conduct (this "**Code**"). Terms not otherwise defined in this Appendix 1 shall have those given to them in the Terms of Service above.

Account Security

- Users are responsible for maintaining the confidentiality of their username and password.
- Users are responsible for all activity that occurs under that User's username and password. If a User experiences unauthorized use of their username or password or any other security breach, Users must immediately email the Clearview Help Desk at help@clearview.ai to notify Clearview.
- Users may only access their accounts from devices that are authorized for professional use by their Organization.
- The designated User is the only individual who may access and use the Account.

Sharing of Content from the Products and Services Information

- The "Share With" feature, or any substantially similar functionality within Clearview Products enables Customers to collaborate on investigations with other government or law enforcement agencies. If the "Share With" feature is enabled or provided, Users may be restricted from sharing results generated by the Products and Services with individuals from other government agencies. Specific permissions and limitations regarding the use of the "Share With" feature may be outlined in the Order Form.

- Customers are prohibited from using the "Share With" feature in a manner that allows other agencies to routinely conduct searches through the Customer's account, effectively circumventing the need for their own direct account with Clearview AI. Any sharing must comply with applicable laws and regulations. It is the Customer's responsibility to ensure that agencies receiving shared search results are authorized to lawfully access the information.

Independent Verification

- Search results obtained through the Clearview Platform and its related systems and technologies are indicative and not definitive.
- Clearview takes significant steps to ensure the accuracy of its facial recognition software, but we cannot guarantee the accuracy of search results. Users must conduct further research and investigation to verify the accuracy of any search result.
- Search results used as a lead in an investigation must be reviewed by more than one person within the Organization.

- The Clearview Platform is not designed or intended to be used as a single-source system for establishing the identity of an individual, and Users shall **not** use it as such.
- Additionally, search results produced by the Clearview Platform are not intended or permitted to be used as admissible evidence in a court of law or any court filing. We recommend consulting with Your Organization's legal counsel for further guidance on this matter.

Appropriate and Authorized Use

- This Agreement only authorizes the use of the Clearview Platform by government agencies and government contractors to carry out official governmental tasks, such as national security, public safety, or criminal investigative work. Any and all use of the Clearview Platform must be authorized by a supervisor employed by the Organization.
- Organizations must designate an Executive User, who will have access to the search histories of all individual Users associated with the Organization, and will monitor the search history to ensure responsible use.
- Users shall not use the Clearview Platform for personal purposes, or for any purposes which are not authorized and directed by the Organization's supervisors.
- Use of the Clearview Platform in a way that contributes to harassment, stalking, cyberstalking, threats, abuse or bullying, or in violation of any state, federal, local or any other applicable law, is strictly prohibited by this Code of Conduct.
- Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than sixteen (16) years of age that is a resident in the State of California, or known to be younger than thirteen (13) years of age that is a resident in Colorado, Connecticut, or Utah, unless such Content concerns conduct or activity that the User reasonably and in good faith believes may violate federal, state, or local law. As further outlined in the Clearview Privacy Policy, Clearview does not knowingly sell or share information about consumers under the age of 16.
- Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than thirteen (13) years of age who is a resident in the State of Virginia, unless such Content (i) concerns an investigation on a matter related to public safety (as further outlined in Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.)), or (ii) concerns conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations (as further outlined in Va. Code § 59.1-582).
- Subject to the above, Users are prohibited from uploading or providing Content to Clearview of persons known to be under the age of sixteen (16) unless such Content concerns: (i) investigation on a matter related to public safety or the person's safety, (ii) victim identification, when the person's welfare is at risk, (iii) conduct or investigations of violent felonies, (iv) conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations, and (v) to help protect against the spread of Child Sexual Abuse Material ("**CSAM**"). Users must adhere to all applicable federal, state and local laws, and cooperate with the necessary law enforcement agencies, including without limitation, the National Center for Missing & Exploited Children ("**NCMEC**"), Federal Bureau of Investigation ("**FBI**"), any federal law enforcement agency involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes, any State or local law enforcement agency that is involved in the investigation of child sexual exploitation, foreign law enforcement agency designated by the Attorney General of the United States or a foreign law enforcement agency with an established relationship with the FBI, Immigration and Customs Enforcement, or INTERPOL, and is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes.
- Clearview reserves the right to suspend or terminate User accounts if we determine that a User or Organization has violated any provision of the Code of Conduct.

Conclusion

Clearview aspires to make the world a better place by helping qualified professionals use public information to counter crime, fraud, and threats to public safety through its proprietary technology. The Clearview Code of Conduct sets out the expectations for our Users and Organizations in terms of their use of the Clearview Platform. We expect our Users and Organizations to adhere to these standards at all times and to report any violations to us. By adhering

to this Code of Conduct, You are helping Clearview achieve its collective goal of making communities safer while adhering to the highest standards of ethics, security, and professionalism. We appreciate your cooperation in upholding the integrity of the Clearview Platform and our commitment to responsible and ethical use.

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Steven Buckland, Public Works Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING RESOLUTION NUMBER 2023-045, AND APPROVING ADDITIONAL SERVICES REQUEST NUMBERS AS7, AS8, AS12, AS13, AND AS17 WITH WANNEMACHER JENSEN ARCHITECTS, INC. RELATING TO ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN A TOTAL AMOUNT OF $363,027.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve additional services request numbers AS7, AS8, AS12, AS13, and AS17 with Wannemacher Jensen Architects, Inc., relating to architectural and engineering design services for the Village Hall Public Safety Complex Project in a total amount of $363,027.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission to approve additional services request with Wannemacher Jensen Architects, Inc. relating to architectural and engineering design services for the Village Hall Public Safety Complex Project in a total amount of $363,027.00

On October 5, 2022, the Village issued Request for Qualifications No. 2022.005 for architectural and engineering design services for the Village Hall and Public Safety Complex Project. Several firms submitted proposals shortly thereafter, and on January 13, 2023, the Village Commission selected Wannemacher Jensen Architects, Inc., to provide the design services for the Village Hall project.

On March 8, 2023, Commission passed Resolution 2023-045 for an amount not to exceed $2,300,000.00 for design services. This amount was $5,806.00 short of the proposed amount for design services and did not include the allowances provided for in the proposal in the amount of $130,000.00. The Resolution should have been for an amount not to exceed $2,435,807.00.

On May 20, 2025, the Commission passed Resolution 2024-044 for two Additional Services Requests, AS9 and AS11, for an amount not to exceed $709,822.00 and $40,680.00, respectively.

On July 15, 2025, the Commission passed Resolution 2025-067 for AS14 in an amount not to exceed $59,626.00.

Over the course of designing the project several Additional Service Requests have been processed by staff for items such as adding the sixth floor, floor plan revisions, site plan revisions due to FDOT concerns relating to the upcoming flat bridge project, and adding in the Arts in Public Places element, most of which would have been covered by the contingency amounts in the Architects original proposal and AS9.

The following 5 Additional Service Requests require Commission approval.

- AS7, $58,850.00. Architectural and MEP revisions due to lobby stairwell, elevator, restrooms, and office changes.
- AS8, $46,555.00. Architectural, landscaping, civil, electrical, and structural revisions for the frontage redesign due to FDOT comments concerning the flat bridge project.
- AS12, $49,209.00. Facade illumination design.
- AS13, $47,534.00. Architectural and MEP revisions due to Police Department layout changes.
- AS17, $25,072.00 Architectural and Civil revision due to additional FDOT comments concerning the flat bridge project.

It is recommended that the Village Commission approve additional services request numbers AS7, AS8, AS12, AS13, and AS17 with Wannemacher Jensen Architects, Inc. relating to architectural and engineering design services for the Village Hall Public Safety Complex Project in a total amount of $363,027.00

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Capital Project-Village Hall & Safety Complex
GL Line-Item Number: 325-60-630-6201 ($7.5 Million Village Hall Bond)
Available Bond Funds: $ 4,330,890
Encumbered Amount: 0
Requested Amount: $ 363,027
Remaining Balance: $ 3,967,863

PERSONNEL IMPACT
NONE

ATTACHMENTS

Resolution - Village Hall Architect Additional Services.DOCX
Exhibit A-AS7.pdf
Exhibit B-AS8.pdf
Exhibit C-AS12.pdf
Exhibit D-AS13.pdf
Exhibit E-AS17.pdf
WJ_Exhibit_B_Architect_Proposal.pdf
Resolution No. 2023-045 WJArchitects.pdf
Resolution No. 2025-044 - WJArchitects.pdf
Resolution No. 2025-067 - WJ Architects.pdf
Proposals Summary.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ADDITIONAL SERVICES REQUEST NUMBERS AS7, AS8, AS12, AS13, AND AS17 WITH WANNEMACHER JENSEN ARCHITECTS, INC. FOR THE VILLAGE HALL PUBLIC SAFETY COMPLEX PROJECT IN A TOTAL AMOUNT OF $363,027.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 8, 2023, the North Bay Village (the "Village") Commission adopted Resolution No. 2023-045 approving an agreement with Wannemacher Jensen Architects, Inc. (the "Consultant") for architectural services related to the Village Hall Public Safety Complex Project (the "Project")

WHEREAS, on March 16, 2023, the Village and the Consultant entered into an agreement as owner and architect, respectively, for the Project (the "Agreement"), which provides that the Village shall compensate the Consultant as set forth in the Consultant's Proposal incorporated therein, for a total contract amount not to exceed $2,305,806.00; and

WHEREAS, during the course of the Project, additional professional services have been identified as necessary to address unforeseen conditions, coordination requirements, and supplemental scope items, including certain services structured with allowances, as more particularly described in Additional Services Request (ASR) Numbers AS7, AS8, AS12, AS13, and AS17; and

WHEREAS, the Village Manager has reviewed the Additional Services Requests, determined that the services were necessary for the continued and timely completion of the Project, and recommends approval of such requests in a total aggregate amount not to exceed $363,027.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** The Village Commission hereby approves ASR Nos. AS7, AS8, AS12, AS13, and AS17, attached hereto as Exhibit "A" "B" "C" "D" and "E", respectively, in a total aggregate amount not to exceed $363,027.00.

Section 3. **Authorization.** That the Village Commission hereby authorizes the Village Manager to execute ASR Nos. AS7, AS8, AS12, AS13, and AS17.

Section 4. **Implementation.** That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. **Effective Date.** That this Resolution shall take effect immediately upon adoption.

Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this 17th day of February, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Wannemacher Jensen
Architects, Inc.

North Bay Village (Client)
Frank Rollason, Village Manager (Interim)
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

November 6, 2024

Ref: Additional Services Request #07 for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, Inc. (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall

SCOPE OF SERVICES

Task 1 – Update Architectural Program layout to provide internal access from Level 01 Lobby to Egress Stairwell #1.

Update level 01 based on attached exhibit as discussed during 10/24/20204 meeting. The proposed modification consists of providing a direct connection from the interior level 01 lobby to stairwell #1. The update will include a new stair to connect to review with NBV Staff as it relates to the implementation for the Stair #1 access from the interior lobby at level 01

The update shall include:

- Provide connection to Stairwell #1 from Lobby 100 via enclosed corridor/steps connecting to eastern perimeter wall of Core#1.
- Update Lobby 100.1 to relocate the USPS cabinetry
- Reconfigure Restroom 103 by adding a Urinal to layout.
- replace the Future Office Room #54X with the Building Manager office and Storage room on Level 05.

Consultants will work with Architect to adjust the Permit Set of documents as follows:

Task 2 – Update Structural Engineering Documents

Analyze structural integrity of Shear core #1 based on new proposed opening at Level 01. Coordinate openings with steps leading to Stair Core #1 connection.

Task 3 – Update Mechanical Engineering Documents

Update mechanical loads based on new program layout on Level 01 lobby and Level 05 updated office layout Room #54x. Update Return air and Outside air distribution.

Task 4 – Update Plumbing Engineering Documents

Adjust and recalculation domestic water and sewer plans based on reconfiguration of Restroom #104 new urinal.

Task 5 – Update Fire Protection Engineering Documents

Update the Fire Protection documentation based on the reconfiguration of Restroom 103, Elevator Lobbies 100 & 100.1, update Future Office room 545 to Building Manager office and storage room.

Task 6 – Update Electrical Engineering Documents
Update the Electrical Power & Lighting documentation based on the reconfiguration of Restroom 103, Elevator Lobbies 100 & 100.1, update Future Office room 545 to Building Manager office and storage room.

Task 7 – Update Interior Design Documents
Update the Interior Design documentation based on the reconfiguration of Restroom 103, Elevator Lobbies 100 & 100.1, update Future Office room 545 to Building Manager office and storage room.

PROPOSED FEES

Task 1 – Architectural	$ 6,750
Task 2 – Structural	$10,350
Task 3-5 – Mechanical/Plumbing/Fire Protection	$10,350
Task 6 – Electrical Updates	$21,400
Task 7 – Interior Design	$10,000
Total	**$58,850**

We are requesting authorization to proceed with the scope and fees above. Your signature below will indicate your approval.

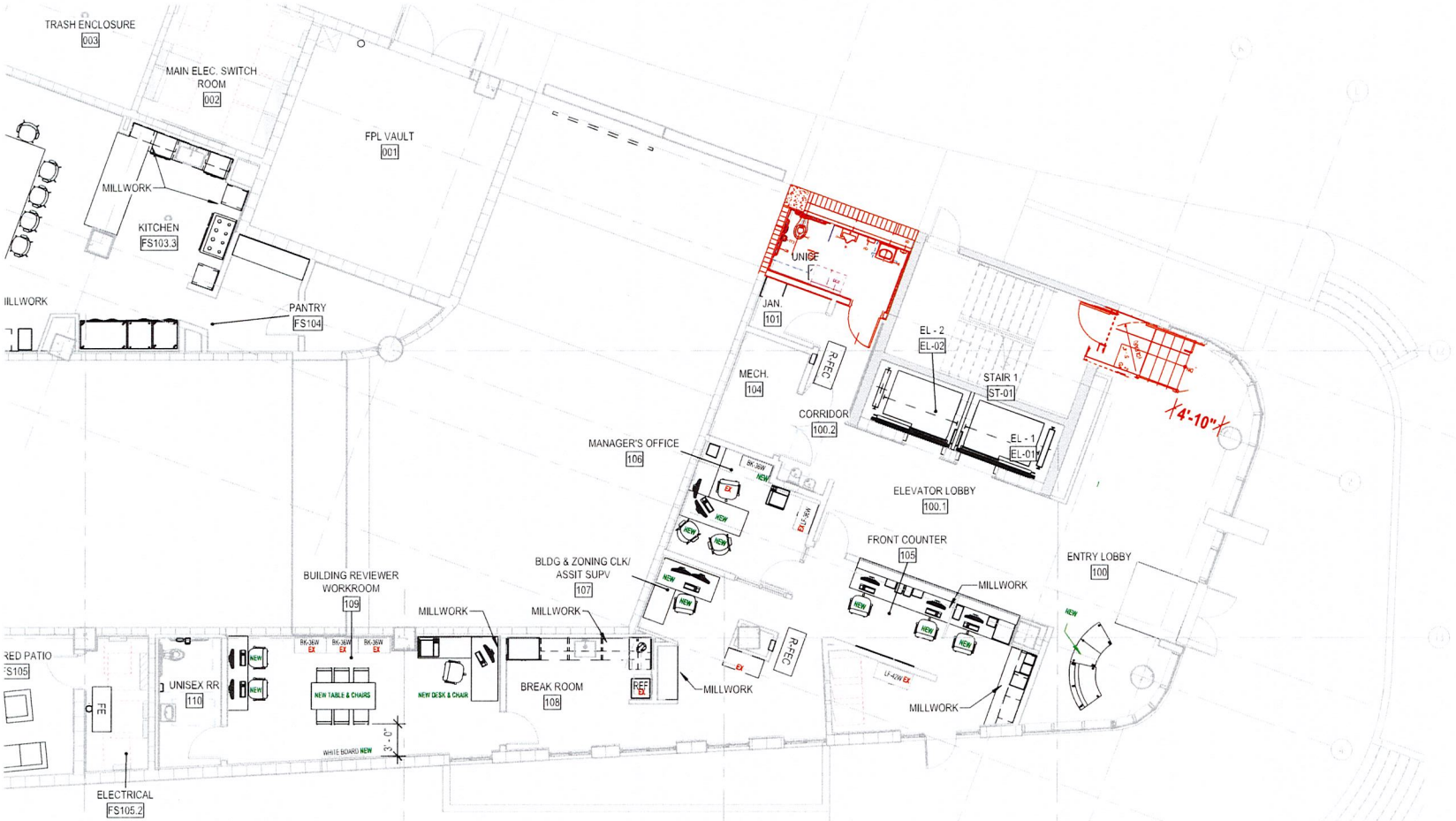
Sincerely,
Wannemacher Jensen Architects, Inc.

Jason Jensen, AIA, LEED AP, Principal

Approved:

11/20/2024
Signature Date

FRANK ROLLASON, VILLAGE MANAGER
Printed Name



NORTH BAY VILLAGE
FIRE STATION 27

PROPOSED LOBBY & RR LAYOUT UPDATE LEVEL 01

Wannemacher Jensen Architects, Inc.

North Bay Village (Client)
Frank Rollason, Village Manager (Interim)
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

January 13, 2025

Ref: Additional Services Request #08 for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, Inc. (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall

SCOPE OF SERVICES

Description:
Based on Attachment A: 79th Street Causeway Frontage Design Proposal, the Village has requested the architect to update the construction documents for the North Bay Village Fire Station and Village Hall, currently undergoing permit review. This update must be incorporated as part of the permit review responses for Revision #2.

Task 1 – Update Architectural Permit Plans, Coordination and Implementation
- Update Site Plan based on the new south frontage design.
- Provide sign and seal plans for Permit Revision#2 submittal
- Coordinate and implement all disciplines updates for Permit review and approval.

Task 2 – Update Landscape Permit Plans
- Landscape Consultant will revise the Planting and Irrigation plans based on the new south frontage design.
- Provide sign and seal plans for Permit Revision#2 submittal

Task 3 – Update Civil Permit Plans
- Update Paving, Grading & Drainage Plan, Storm Plan, Water & Sewer Plan and Pollution Prevention Plan based on the new south frontage design.
- Provide sign and seal plans for Permit Revision#2 submittal
- include as part of the FDOT drainage connection permit

Task 4 – Update Structural Permit Plans
- Update Foundation and Ground Floor Plans, including detail updates for the Site/Plaza stairs and soil retention area, based on the new south frontage design.
- Provide sign and seal plans for Permit Revision#2 submittal

Task 5 – Update Electrical Permit Plans
- Update plans and details based on the new south frontage design
- Provide photometrics for new paths on 79th to determine lighting quantity and quality requirements.
- Provide sign and seal plans for Permit Revision#2 submittal

PROPOSED FEES

Task 1 – Update Architectural Permit Plans	$16,860
Task 2 – Update Landscape Permit Plans	$4,600
Task 3 – Update Civil Permit Plans	$13,365
Task 4 – Update Structural Permit Plans	$5,750
Task 5 – Update Electrical Permit Plans	$5,980
Total	**$46,555**

We are requesting authorization to proceed with the scope and fees above. Your signature below will indicate your approval.

Sincerely,
Wannemacher Jensen Architects, Inc.

Jason Jensen, AIA, LEED AP, Principal

Approved:

1/13/2025
Signature Date

FRANK ROLLASON, VILLAGE MANAGER
Printed Name

ATTACHMENT - A

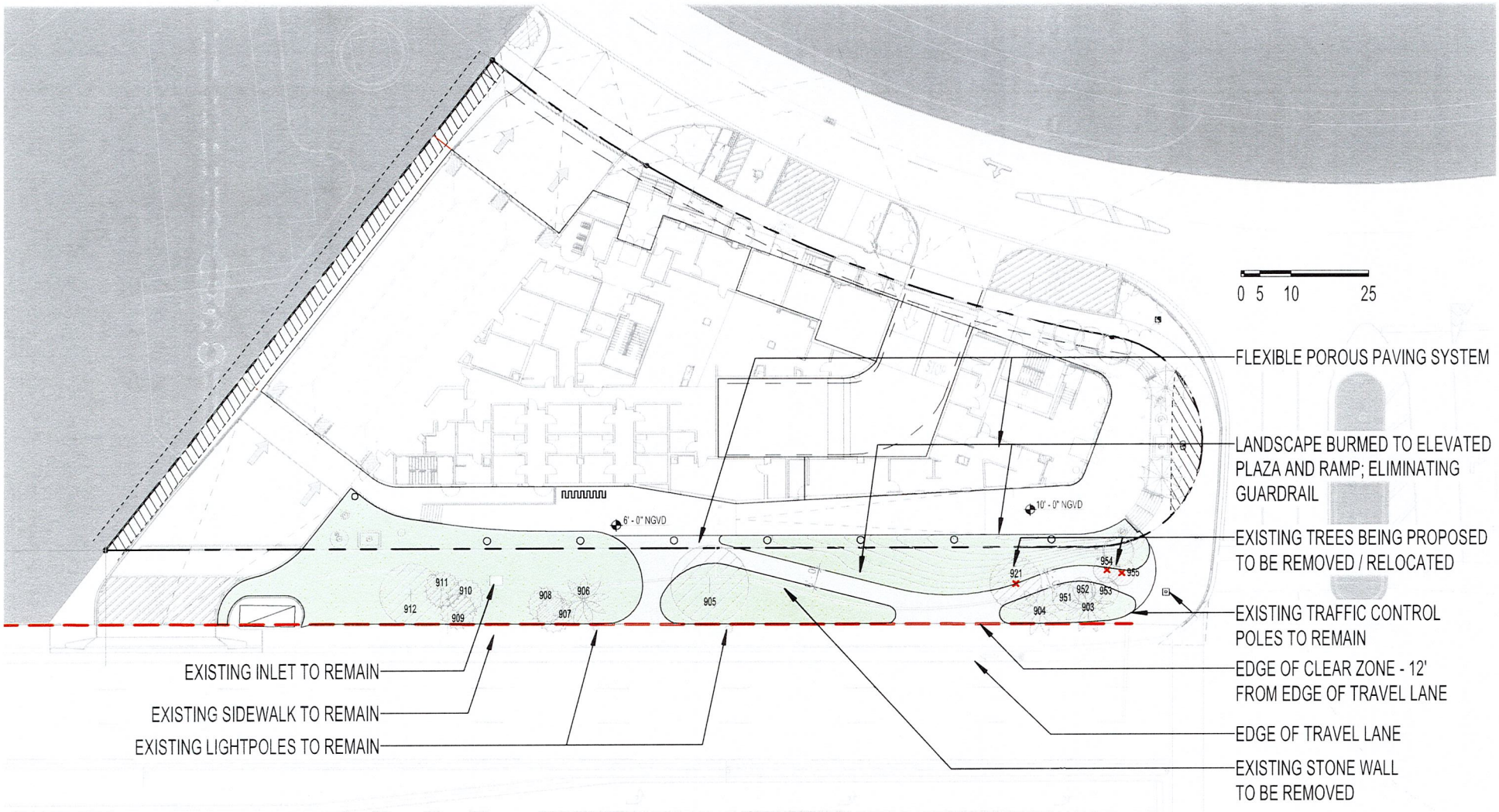
NORTH BAY VILLAGE - LINEAR PARK

PROPOSED DESIGN FOR THE 79TH STREET CAUSEWAY FRONTAGE

01.07.25

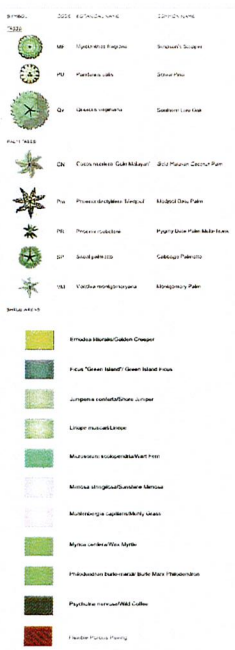
WJMA

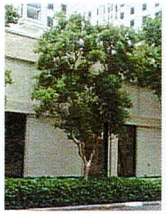
NORTH BAY VILLAGE


0 5 10 25
FLEXIBLE POROUS PAVING SYSTEM
LANDSCAPE BURMED TO ELEVATED PLAZA AND RAMP; ELIMINATING GUARDRAIL
EXISTING TREES BEING PROPOSED TO BE REMOVED / RELOCATED
EXISTING TRAFFIC CONTROL POLES TO REMAIN
EDGE OF CLEAR ZONE - 12' FROM EDGE OF TRAVEL LANE
EDGE OF TRAVEL LANE
EXISTING STONE WALL TO BE REMOVED
EXISTING INLET TO REMAIN
EXISTING SIDEWALK TO REMAIN
EXISTING LIGHTPOLES TO REMAIN
6' - 0" NGVD
10' - 0" NGVD
911
910
912
909
908
906
907
905
921
954
955
952
953
951
903
904

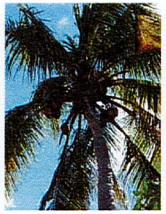
SITE PLAN






Spanish Stopper


Pandanus


Coconut Palm

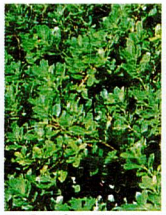

Date Palm

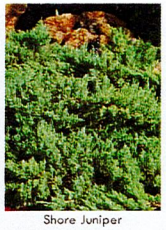

Pygmy Date Palm


Cabbage Palm


Montgomery Palm


Golden Creeper


Ficus Green Island


Shore Juniper


Liriope


Wart Fern


Sunshine Mimosa


Muhly Grass


Wax Myrtle


Philodendron Burle Marx


Wild Coffee

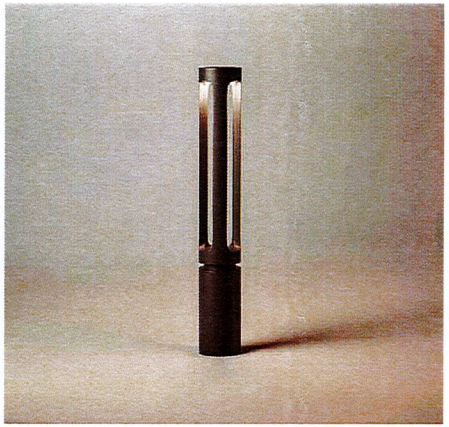
LANDSCAPE PROPOSED PLAN



BEGA - Unshielded with safety guard
https://www.bega-us.com/categories/exterior/bollard/unshielded-with-safety-guard-150040



BEGA - Symmetric
https://www.bega-us.com/categories/exterior/bollard/symmetric-150041



Landscape Forms - Outline Bollard
https://www.landscapeforms.com/products/outline-bollard



KBI Flexi®-Pave HD2000
https://apaicorp.com/kbi.htm



PERSPECTIVE 01



PERSPECTIVE 02

CIVIL NARRATIVE

The preliminary design for the proposed linear park along the southern portion
of the property, focusing on relevant FDOT standards and applicable guidelines. The facility is best described as a pedestrian walkway under the Florida Design Manual (FDM). The following considerations and recommendations should guide the design to ensure compliance and feasibility.

ADA-Compliant Slopes:

- The grading of all pedestrian walkways within the linear park must comply with ADA standards.
  Maximum slopes for pedestrian routes must not exceed:
  - 5% (maximum) for running slopes without being classified as ramps.
  - 2% (maximum) for cross slopes to ensure accessibility for individuals with disabilities.

Pavement Material:

- We recommend the use of pervious pavement materials for the walkway surface. This approach will:
  - Maintain the current impervious/pervious area balance.
  - Eliminate the need for additional drainage infrastructure, which is constrained by spatial limitations on-site.
- Pervious materials, such as permeable pavers, porous concrete, or similar, will facilitate natural infiltration while providing a stable walking surface.

Non-Applicable Standards:

- Vertical clearances, curb ramps, driveway crossings, signals, and other pedestrian elements outlined in the FDM do not apply to this project due to its site context and intended use.

This approach ensures the linear park meets accessibility requirements without introducing additional drainage demands or spatial conflicts.

ROUGH ORDER OF MAGNITUDE BUDGET

A ROM budget for the linear park would be in the range of $125,000 to $150,000

Wannemacher Jensen Architects, Inc.

North Bay Village (Client)
Frank Rollason, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

June 11, 2025

Ref: Additional Services Request #12 for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, LLC (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall

SCOPE OF SERVICES

This proposal outlines the architectural and engineering services required for the design, coordination, and specification of façade illumination elements to be integrated into the new screen design of the building including the NVB Signage.

Task 1 - Design, Documentation and Construction Administration

The scope of work includes:

- Design and Specification: Development of the lighting design concept, selection of illumination fixtures, and preparation of specifications for all façade lighting components.
- Consultant Coordination: Coordination between architectural, structural, electrical, and lighting consultants to ensure the integration of illumination systems into the overall building design.
- Construction Document Revisions: Updates to the construction drawings to reflect the revised design and incorporation of façade lighting, including notations and details necessary for construction.
- Infrastructure Requirements: Design and documentation of required infrastructure such as conduits, wiring, pull boxes, and other related components necessary to support the façade lighting system.

This scope is limited solely to the illumination of the building's exterior and does not include interior lighting or signage lighting unless specifically noted in a separate agreement.

Task 2 - Lighting Design

A) Consultant will provide design and consultation services for the building façade illumination and the interface to the existing control systems.

B) Consultant will collaborate with the designers to explore different solutions that may be applicable for the façade illumination and for the illumination of the screen.

C) Consultant will specify all luminaires and show basic installation concepts.

D) Consultant will provide a lighting load schedule for the engineer as needed. On-site installation supervision and inspections will be provided on an as needed basis.

E) Consultant will provide design assistance with the interior parking garage illumination as it relates to the façade design and illumination. Consultant will check garage luminaires and their placement to ensure that the impact on the building art is minimized.

F) Consultant will work with the Architect on the ground floor exterior illumination.

G) Consultant will supervise all necessary adjustments to the façade luminaires to ensure the screens are presented properly.

Task 3 - Renderings
Prepare nighttime renderings for the updated building design with integrated façade lighting design(up to 3 views).

PROPOSED FEES

Task 1 Design, Documentation and Construction Administration	$23,434
Task 2 Lighting Design	$21,275
Task 3 Renderings	$4,500
Total	**$49,209**

We look forward to collaborating with the project team to successfully implement this design enhancement.

Sincerely,
Wannemacher Jensen Architects, LLC



Jason Jensen, AIA, LEED AP, Principal

Approved:

_____
Signature Date

_____
Printed Name

Wannemacher Jensen
Architects, Inc.

North Bay Village (Client)
Frank Rollason, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

May 08, 2025

Ref: Additional Services Request #**13 (Police Department Layout Changes)** for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, Inc. (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall

SCOPE OF SERVICES

The following scope outlines the architectural and engineering updates required for the owner requested modifications, including the revised layout for Police department executive office & file room as reflected on the attached sketch (Exhibit A)

Task 1 – Design & Construction Documents

Design Study and Update

- Update the architectural BIM model based on approved layout Option C.
- Coordinate changes with consultants

Deliverables:

- Updated and publish Architectural 3D Model for coordination with consultants

Construction Documents & Specifications Updates

Construction Documents and Specifications will be in accordance with the revised layout changes. The updates will be implemented as Revision #4 of the current permit process.
This effort will include modifications to the architectural, mechanical, electrical, plumbing, fire protection systems and Furniture Package. Updates include modifications to Walls, ceilings doors, interior finishes, and building systems. Adjustments to furniture configurations and limited selection will also be required and are included in this proposal.

Deliverables:

- Revised Architectural Permit Set (submitted as Revision 4)
- Updated Construction Documents & Specifications (submitted as Revision 4), including architectural, structural, MEP, life safety, fire protection, and interior design updates
- Update FF&E Bid package

Task one Fee includes time previously spent on added floor studies and presentations completed between 4/25/2025 to 05/08/2025.

PROPOSED FEES

Task 1	Design, Construction Documents, Specifications & FF&E	$ 47,534
	Design Services Total	**$ 47,534**

We are requesting authorization to proceed with the scope and fees above. Your signature below will indicate your approval.

Sincerely,
Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

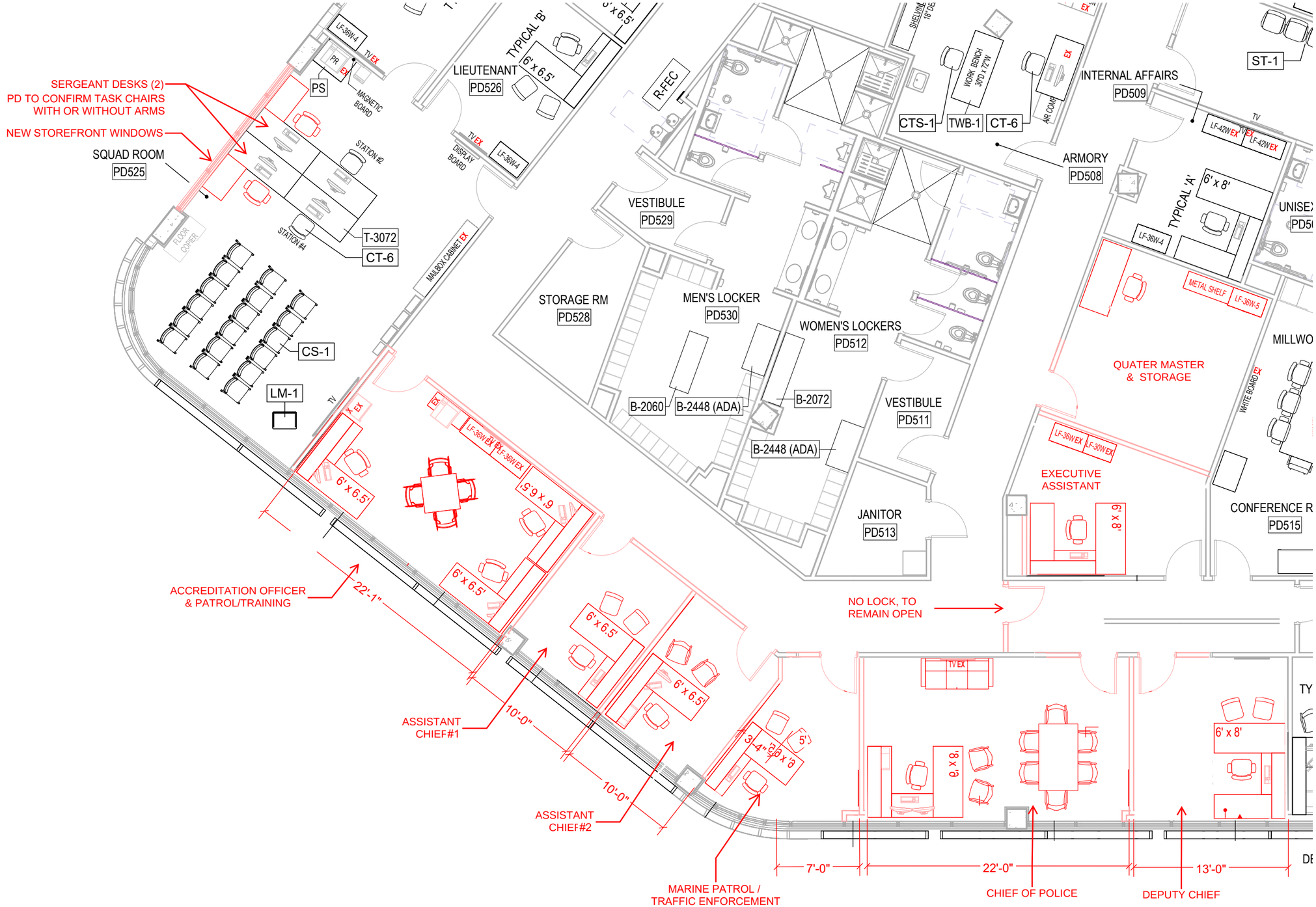
Approved:

_____

Signature Date

_____

Print Name



LEVEL 6 - FURNITURE PLAN

Police Department Requested Changes
& Scope Verification

OPTION C - REV 1
5/01/2025

EXHIBIT A

WJ Architects

North Bay Village (Client)
Frank Rollason, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

November 7, 2025

Ref: Additional Services Request #17 (FDOT Driveway Re-design) for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, LLC (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall

SCOPE OF SERVICES

The following scope outlines the architectural and engineering updates required for the owner requested modifications, including the redesign of the apparatus bay entry driveway from 79th street JFK Causeway. This change was triggered by the proposed FDOT street changes to elevate and expand the street, extending the bridge guardrail east, as well as the relocation of the underground FPL vault.

The deliverable for this scope of work is an updated permit set, submitted in Revision 6 of current plan review process. It is anticipated that the new design will require a re-review of various CAP and MDC permits that have already been approved. Additionally, the site drainage calculations will need to be revised and resubmitted for permit review.

Zoning and Planning updates will also be required to incorporate the new driveway design. The PZB submission will be revised to include the new driveway as well as the added 6th floor changes.

Task 1 – Design, Construction Documents, Permit Submission & Responses

- Design & Coordination with FDOT
- Incorporate new driveway design into architectural BIM model for coordination with Civil, Landscape and Structural
- Update Construction Documents/Permit Set (Submission Rev 6)
- Update PZB Submission (Zoning Set)
- Review & Respond to Permit comments
- Additional OA Meetings (2 virtual meetings)

Deliverables:

- Update Construction Documents/Permit Set - Anticipated date of completion week of November 4th, 2025.

Civil Engineering description of work. Consultant will perform the following tasks:

- Driveway, Grading, and Drainage Design; Consultant will revise the driveway layout, site grading, and drainage design to reflect current site conditions and coordination requirements. The supporting drainage report will be updated to incorporate the revised design.
- Agency Coordination: Consultant will coordinate with the Florida Department of Transportation (FDOT) to update the Access and Drainage Connection Permits within the FDOT right-of-way in support of the revised design.

The services outlined below are not included as part of the scope of the work.

- Any services not specifically defined in the Scope of Work
- Topographic survey
- Mitigation or remediation related to environmental contamination
- Additional drainage design beyond what is required for the revised driveway layout

Task 2 – PZB Submission updates

Planning and Zoning Board submission will need to be revised to incorporate the new driveway location. The Change of the added 6th floor will also need to be incorporated in the drawing set.

- Revise Zoning Narrative and Diagrams
- Update Planning and Zoning Board (PZB) Submission (24 x 36 Sheet) set
- Coordinate Updates with Consultants
- Anticipated Meetings with Reviewer, Two (2) virtual

Deliverables:

- Updated PZB Submission set.

MILESTONES

Description	Duration
Design and Coordination with FDOT & FPL	2 to 3 weeks
Revision 6 Permit Set Submission	2 to 3 weeks
PZB Submission Set Revisions	1 to 2 weeks
Permit Set comments/responses	6 to 8 weeks

PROPOSED FEES

Task 1	**Design, Construction Documents, Permit Submission & Responses**	
	Architectural (WA)	$5,920
	Civil (ADA)	$11,160
	Management and Coordination (WJA) (15% Markup)	$2,562
Task 2	PZB Submission Set Revisions (WJA)	$5,430
Total		**$25,072**

We are requesting authorization to proceed with the scope and fees above. Your signature below will indicate your approval.

Sincerely,
Wannemacher Jensen Architects, LLC



Jason Jensen, AIA, LEED AP, Principal

Approved:

_____
Signature Date

_____
Printed Name

WOLFBERG ALVAREZ & PARTNERS

5757 WATERFORD DISTRICT DR., SUITE 300, MIAMI, FL 33126 PH. 305-666-5474

November 3, 2025

Via Email: natalia.livian@wjarc.com

Natalia Livian
Studio Director
WJ Architects

RE: North Bay Village Hall & Fire Station
WA Project No.: 22303.00
PROPOSAL FOR ARCHITECTURE ADDITIONAL ENGINEERING PROFESSIONAL SERVICES

Dear Natalia:

Pursuant to your request, WA respectfully submits this proposal for additional design services to incorporate the Florida Department of Transportation (FDOT) request to redesign and coordinate the current Miami-Dade County Fire Station driveway location to align with the forthcoming FDOT Kennedy Causeway roadway widening and bridge replacement project within the Construction Documents.

Compensation
WA propose incorporating the above noted design and coordination for a stipulated fee of $5,920.00.

We trust this proposal satisfies the Village's request. If you have any questions, please do not hesitate to contact me.

Sincerely,

Marcel R. Morlore, RA
President

Cc Harold Somarriba, WJ
WA File

October 29, 2025

Natalia Livian, AIA LEED BD+C, Studio Director
WJArchitects
815 NW 57th Ave, Suite #219
Miami, FL 33126
natalia.livian@wjarc.com

VIA EMAIL

Reference: North Bay Village Fire Station & City Hall | Additional Services – Driveway Redesign

Dear Ms. Livian:

A.D.A. Engineering, Inc. (ADA) is pleased to submit this fee proposal for additional services related to the North Bay Village Fire Station & City Hall project. Engineering services will be provided to redesign and update the driveway, grading, and drainage design, including the supporting drainage report, in coordination with the appropriate agencies.

Scope of Work

As part of this proposal, ADA will perform the following tasks:

Task 1. Driveway, Grading, and Drainage Design

ADA will revise the driveway layout, site grading, and drainage design to reflect current site conditions and coordination requirements. The supporting drainage report will be updated to incorporate the revised design.

Task 2. Agency Coordination

ADA will coordinate with the Florida Department of Transportation (FDOT) to update the Access and Drainage Connection Permits within the FDOT right-of-way in support of the revised design.

Exclusions

The services outlined below are not included as part of the scope of the work.

- Any services not specifically defined in the Scope of Work
- Topographic survey
- Mitigation or remediation related to environmental contamination
- Additional drainage design beyond what is required for the revised driveway layout

Schedule

ADA will make every effort to meet all reasonable deadlines. Task 1 – Driveway, Grading, and Drainage Design will be completed within two weeks from notice to proceed. The timeframe for delivering Task 2 – Agency Coordination is contingent on the regulatory agency's (FDOT) review.

Compensation

The fee for the proposed services shall be a lump sum of **$11,160**. Services not included in the Scope of Work section shall be deemed as further additional services. The fee for extra additional services shall be negotiated prior to start of work. Below is the estimated cost by Task.

Description of Task	Cost
Driveway, Grading, and Drainage Design	$6,548
Agency Coordination	$4,612
Total	$11,160

Limitation of Liability

To the fullest extent permitted by law, the total liability, in aggregate, of ADA, Agents, Professional Associates and Consultants, and any of them to Owner and anyone claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this project from any cause, including but not limited to negligence, errors, omissions, strict liability or breach of contract, shall not exceed the total compensation received by ADA under this agreement.

We appreciate the opportunity of submitting this proposal. Should the terms of this proposal be acceptable, please affix the signature of a duly authorized officer or individual in the space provided under Execution of Contract. One original copy of the executed document shall be returned to our office. We shall consider our copy of the approved proposal as a binding contract and written Notice to Proceed.

Sincerely,

A.D.A. Engineering, Inc.

Waddie Ruiz, PE, CGC
Project Manager

EXECUTION OF CONTRACT

The fees, terms, conditions, and specifications of this contract for Professional Services are acceptable and A.D.A. Engineering, Inc. is authorized to do the work as specified.

APPROVED

BY: _____ _____

SIGNATURE AND DATE **NAME AND TITLE**

Wannemacher Jensen Architects, Inc.

North Bay Village (Client)
Dr. Ralph Rosado, AICP, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
rrosado@nbvillage.com

February 16, 2023

Ref: Architectural and Engineering Design Services Proposal for North Bay Village Hall & Public Safety Complex

Wannemacher Jensen Architects, Inc. (WJA) is pleased to submit this proposal to provide Services for a New Development of Village Hall. This proposal is based upon the following assumptions.

Project Description/Information

Location:
1335 79th Street Causeway, North Bay Village, FL 33141

Project Information, Program and Physical Characteristics:
North Bay Village aims to design and construct a new Village Hall & Public Safety Complex at 1335 79th Street (Kennedy) Causeway, North Bay Village, FL 33141. The Project consists of the design of a Village Hall, Fire Station 27, and parking garage ("Project") as per project requirements listed as part of **Exhibit B** included with **RFQ NO. 2022-005** which includes a Village Hall at 24,045 SF, Fire Rescue Station at 10,888 SF, and the required building and site space for the following parking requirements, Village Hall (54 stalls) and Fire Rescue (15 stalls) /undeveloped property located at 1335 79th Street (Kennedy) Causeway, North Bay Village, Florida 33141 (the "Sakura Site"). The facility will be designed to accommodate future sea-level rise and the Village's storm water management and resiliency program, including the elevation of roadways and stormwater retention.

WJA shall integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the construction and operation of the built environment in accordance with Florida Green Building Coalition standards and North Bay Village's Sustainability Code Requirements described in 2021-007 DIVISION 5; Green Building Program. The final project shall meet at a minimum the FGBC Bronze rating, with higher rating levels encouraged. Additionally, the selected consultant shall reference and include best design practices to address future sea-level rise, the Village's storm water management program, and the Village's strategy to increase resiliency through the use of blue and green infrastructure.

Client's Budget for Construction Cost:
Total Project Budget of $26.3m. $23 Million Estimated Construction Budget.

Proposed Consultants:

Discipline	Consultant
Civil	A.D.A. Engineering, Inc.
Landscape	Curtis & Rogers Design Studio Inc.
Structure	DDA Engineers, P.A.
MP & FP	Wolfberg Alvarez & Partners
Electrical & Low Voltage	SDM Consulting Engineers, Inc.
Sustainability	Integrative Sustainability Solutions
Commissioning	Dell Consulting, LLC
Site & R.O.W. Survey	Royal Point Land Surveyors, Inc.
Subsurface Utility Engineering (SUE) Survey	Longitude Surveyors, LLC
Geotechnical	Nutting Engineers of Florida, Inc.
Wells (RAR)	A.C. Schultes of Florida Inc. d.b.a. Jaffer Well Drilling
Traffic Study & Signalization Design	Richard A Garcia & Associates, Inc.
Building Envelope	C.B. Goldsmith & Associates, Inc.
Cost Estimating	Construction Consultants & Associates, Inc.

Scope of Basic Services

The Basic Services below consist of the usual and customary Schematic Design, Design Development, Construction Documents, Permitting/Bidding, and Construction Administration for architectural, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 1: Schematic Design Phase (30% Construction Doc)

Based upon a Client provided approved program of spaces we will prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including an architectural site plan, preliminary building plans and other drawings as needed for Client review and feedback.

The Architect will:

1. Coordinate and attend a kick-off meeting to discuss and reach an understanding of the Client's Project requirements.
2. Review the program and other information provided by the Owner, review laws, codes, and regulations applicable to the Project.
3. Evaluate the Owner provided program, schedule, budget for the Cost of Work, Project site, and other information pertinent to the requirements of the Project.
4. Coordinate and attend up to two in person progress meeting(s).
5. Coordinate and attend up to two virtual progress meeting(s).
6. Prepare one Schematic concept consisting of a site plan, preliminary building plan, sections and elevations required to develop and coordinate the schematic scope of work.
7. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
8. Submit Schematic Design Documents for Owner's review and approval.
9. Update project design schedule.
10. Perform any other requirements as set forth in the AIA Agreement.

Task 2: Design Development Phase (60% Construction Doc)
Based upon the Client's approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of items necessary to illustrate and describe the development of the schematic design, including building plans, sections, elevations and diagrammatic layouts of building systems necessary to convey the character of the project.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Prepare developed plans, sections, elevations, typical construction details, and diagrammatical layouts of building systems.
3. Coordinate and attend up to two in person progress meeting(s).
4. Coordinate and attend up to two virtual progress meeting(s).
5. Outline specifications that identify the major materials and systems.
6. Submit Design Development Documents for Client's approval.
7. Update project design schedule.
8. Perform any other requirements as set forth in the AIA Agreement.

Task 3: Construction Documents (100% Construction Doc)
Based upon the Client's approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will illustrate and describe the further development of the approved Design Development Drawings and will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Meet and coordinate systems with engineering design consultants.
2. Coordinate and attend up to two in person progress meeting(s).
3. Coordinate and attend up to two virtual progress meeting(s).
4. Incorporate the design requirements of governmental authorities having jurisdiction over the Project
5. Prepare a set of Construction Documents including detailed design plans, detailed building system plans, specifications identifying materials, systems and their respective standard of quality.
6. Submit Construction Development Documents for Owner's Review and approval.
7. Perform any other requirements as set forth in the AIA Agreement.

Task 4: Assistance with Procurement, Permitting/Bidding
Following the Client's approval of the Permit Documents, the Architect will assist the Client/Contractor with permitting and obtaining bids from subcontractors.

The Architect will:

1. Assist the Village in establishing a list of prospective contractors
2. Assist with obtaining either competitive bids or negotiated proposals
3. Assist with determining the successful bid or proposal
4. Assist with confirming responsiveness of bids or proposals
5. Provide Signed and Sealed document sets for the building permit for all required agencies.

6. Modify documents as required in response to Permit Review comments
7. Assist the Client/Contractor with preparation and distribution of bid documents.
8. Respond to questions and provide clarifications and interpretations of the Construction Documents to Client/Contractor and prospective subcontractors.
9. Provide a complete set of construction drawings including all Addendum.
10. Review and provide opinion on GMP with sub-contracts.
11. Perform any other requirements as set forth in the AIA Agreement.

Task 5: Construction Administration
The Architect will provide construction oversight to review if the project is being performed in accordance with the Construction Documents. The Architect will assist the Contractor when conflicts or clarifications are needed. The Architect and Engineers will make periodic site visits to observe construction and follow the progress.

The Architect will:
1. Attend Preconstruction Meeting
2. Review and certify Contractor's pay applications based on the Architect's best knowledge of the information and data available to Architect.
3. Attend site visits/meetings at the project site to evaluate the progress of Construction.
    a. It is anticipated that all site visits and meetings will be completed concurrently.
4. Review of and respond to the contractor's submittals and shop drawings.
5. Provide telephone and email correspondence as necessary.
6. Respond to the contractor's questions and need for clarifications.
7. Attend the Substantial Completion walk-through.
8. Attend the Final Completion Walk-Through.
9. Review and respond to the Contractor's prepared as-built drawings.
10. Review change orders.
11. Perform any other requirements as set forth in the AIA Agreement.

A construction duration not exceeding 18 months is anticipated based on the project information. Up to 36 site visits/meetings at the Project site are included.

Task 6: Geotechnical Soils Testing and Report
OWNER provided a Preliminary Geotechnical Report (Exhibit E of RFQ #2022-005) which needs to be updated to reflect the new proposed design and scope of work. The preliminary report shall not be used for final permitting/construction. It is important that supplemental geotechnical evaluation be performed to finalize recommendations for construction and conclusions provided in the preliminary report, and for permitting submittal.

CONSULTANT will perform one Standard Penetration Test (SPT) boring in general accordance with ASTM D-1586 specifications to a depth of 60 feet in the area of the proposed construction. Additionally, we propose to perform one South Florida Water Management District (SFWMD) usual type open-hole exfiltration test to a depth of 15 feet in an effort to measure the hydraulic conductivity of the existing soils at specific test locations for site drainage evaluation by others. Our fee assumes the site is accessible to truck mounted drilling equipment and that underground utilities will be marked by CALL SUNSHINE prior to our performing the on-site work.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide a preliminary engineering report including a description of our findings, preliminary general site preparation recommendations, preliminary foundation design recommendations for support of the proposed construction, and graphic logs of the test borings with a test boring location plan. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site.

CONSULTANT will:

- Visit the Site, Prepare Boring Layout and Utility Clearance Mobilization
- Perform One 60' SPT Boring
- Perform SFWMD Exfiltration test
- Perform Soil Classification/Lab Analysis
- Perform Report Preparation and Review

Task 7: Civil Engineering

SCOPE OF SERVICES

The specific scope to be provided by CONSULTANT includes the paving, grading and drainage of the areas within the Sakura Site. In addition, CONSULTANT will also coordinate and design the on-site utility improvements and provide post design services. Permitting of the drainage improvements as well as the water and sewer utilities will also be provided. A more detailed breakdown of the scope is below.

DATA COLLECTION:

A design ticket will be issued to identify the existing utilities in the area that could impact the design of the proposed improvements. This phase includes coordination with the Utility Agencies/Owners to obtain as-built information for the existing utilities. Since the project location fronts on SR 934 (NE 79 ST), which is FDOT Right of Way, coordination is needed with FDOT to determine the required permits. At a minimum, it's anticipated that a driveway connection permit and drainage connection permit will be required. If utilities will be tapped within FDOT Right of Way, a utility permit will be required.

CIVIL DESIGN:

The final site plan created will be utilized to design the civil improvements. The design will include the following: site grading, drainage design, pavement design, water and sewer service connections, fire line, signage and pavement markings, standard details and a stormwater pollution prevention plan (SWPPP) for pollution control during construction. This task includes six (6) meetings with the Village and/or the Architect to review design and permit requirement information, and (4) pre-submittal meetings with the regulatory agencies. The meetings can be held virtually or in person.

The location and size of existing water and sewer utilities is unknown at this time. Further coordination is required with the Village. For the purposes of this proposal, it's assumed that the water and sewer points of connection will not be along NE 79 ST as this would require a more extensive Maintenance of Traffic design.

Off-site improvements consisting of water and sewer utilities, drainage and roadway are not included. Pavement restoration for water and sewer connections will be provided. CONSULTANT will also provide an Opinion of Probable Construction Cost for the civil improvements. Pay items customary to

industry standards and the Florida Department of Transportation (FDOT) will be utilized to derive a cost.

In accordance with the Village Hall Access Site Plan, on-street parking consisting of (11) parking stalls along West Drive are proposed. The (11) stalls are proposed as perpendicular parking. The civil elements associated with the (11) parking stalls will consist of paving, grading, pavement markings and signage and drainage.

PERMITTING:
CONSULTANT will complete the required applications to obtain approvals from the local review agencies identified below:

- North Bay Village Public Works
- North Bay Village Water Department
- Miami-Dade County (RER)
- Miami-Dade County (DTPW)
- Florida Department of Transportation (FDOT) District 6
- Florida Department of Environmental Protection
- Florida Department of Health

The duration of the dry-run reviews is at the discretion of the respective agency. CONSULTANT is not responsible for any delays incurred by the project due to the agencies extensive review period. The Contractor will be responsible for obtaining permits from the respective agencies.

POST DESIGN SERVICES:
Prior to the commencement of construction, CONSULTANT will review and approve the civil related shop drawings. Shop drawings will be reviewed up to 2 times before additional services will be requested. During construction, CONSULTANT will review up to (4) RFI's and will provide (4) site visits to certify the drainage and utilities improvements.

ASSUMPTIONS
The following assumptions have been made for the purpose of deriving this scope and fee proposal:

- There is no on-site or off-site contamination.
- Off-site improvements for roadway and water and sewer utilities are limited to the area adjacent to the parcel. Full width roadway restoration on NE 79 ST is not included.
- Utility points of connections will not be along NE 79 Street.
- Connection to sanitary system will be gravity and not a sanitary pump station.
- Relocation of existing utilities is not included.
- Drainage system will not be connected to an existing outfall; if any exists. No off-site drainage improvements are included.
- Drainage improvements do not include off-site improvements consisting of connection to the proposed drainage conveyance system outlined in the Stormwater Master Plan dated June 2022 issued by BCC Engineering.
- Review fees for approvals will be paid by OWNER.

Task 8: Subsurface Utility Engineering (SUE) Survey
CONSULTANT will perform Quality Level "B" SUE Designation services according to the American Society of Civil Engineers' (ASCE) standards throughout the subject property to locate underground

utility lines. CONSULTANT will use surface detection equipment such as Electromagnetic Locator and Ground Penetrating Radar (GPR).

- Please note factors such as soil composition, moisture, and the type and depth of utility controls the effectiveness of the GPR. Saturated soils severely limit the effectiveness of the GPR signal. In addition, confined or obstructed areas that restrict the scanning pattern can impede the data collected and reduce the accuracy of the desired results. Designated utility lines will be collected and shown on our survey deliverable. Any designated utility lines provided will be within two (2) feet horizontally of either side of the depicted line.

SURVEY LIMITS
The property located at 1335 79 Street Causeway, North Bay Village, FL 33141, having Miami-Dade County Folio Number 23-3209-001-0060, and the adjacent property to the west having Miami-Dade County Folio Number 23-3209-001-0061.

DELIVERABLES
CONSULTANT will provide a digitally signed and sealed PDF and a CAD file of the resulting survey. Signed and sealed hardcopies can be provided upon request.

Task 9: Landscape Architecture and Irrigation Plan
Our landscape architect will prepare code-required landscape plans to address the location, size, quantity of trees, palms, shrubs, and ground covers, typical planting details and specifications. Irrigation requirements will be shown in the permit drawings with notes. Code-required landscape plans will contain site landscape calculations, as needed, for submittal requirements. CONSULTANT will provide the following services.

SCHEMATIC DESIGN/DESIGN DEVELOPMENT
- Visit the site and prepare a site evaluation and photographic documentation
- Evaluate existing vegetation within limits of work
- Preparation of Design Development Plans for:
    - Planting plan and plant list
    - Irrigation concept plan, equipment list and identification of water source
- Estimate of Probable cost
- Outline specification for work within our scope
- Attendance to meeting (1) with Client to present Design Development Package
- Coordination with all consultants

PREPARATION OF CONSTRUCTION DOCUMENTS (50% & 100% SUBMITTALS) PLANS AND SPECIFICATIONS
- Planting plan and plant list
- Irrigation plan and details Electrical connections by others, and if domestic water is used – water tap by others.
- Estimate of the probable cost of construction
- Specifications for inclusion into spec book by others.
- Permitting assistance.
- Punchlists and reports.
- Review and conform As-builts prepared by contractor for delivery to Owner.

BIDDING AND AWARD
Attend pre-bid meeting, respond to questions and assist in preparation of addendums if needed.

CONSTRUCTION ADMINISTRATION

- Provide final acceptance, including periodic site visits and attendance to meetings (Max 4),
- Respond to RFI's, review shop drawings,
- Selection of plant material in the nursery,
- Preparation of substantial completion and final completion

Task 10: Site Lighting Design
The electrical engineer will provide site lighting photometric and branch wiring design for the Project site. The lighting will adhere to FGBC Standards.

Task 11: Interior Design and Furniture Selection
Our scope of services will include interior design services for the project.
CONSULTANT WILL:

1. Attend meetings with the Village's design team to assess new furniture needs.
2. Survey selected existing building furniture and equipment if required.
3. Prepare furniture plans and drawings to assist with placement & installation.
4. Perform materials research and compile selections.
5. Provide specifications and select all room finishes, including carpet, paint, wallcovering, wall base, plastic laminate at millwork cabinets, vinyl composition tile, furniture fabric, exterior window blinds, etc.
6. Provide assistance with new furniture selection and furniture specifications.
7. Provide assistance with the solicitation and review of competitive bids from furniture manufacturers.
8. Provide on-site assistance during move-in.

Task 12: Audio/Visual & Voice/Data/Security
Our scope of services will include the coordination of audio/visual & voice/data infrastructure for the project. CONSULTANT WILL:

- Identify quantity, location, and cable type in providing the infrastructure system to allow the telcom/data systems to be installed by the Village's vendors and the Village's IT personnel.
- Layout of the telecommunications rooms, in close coordination with the Village's vendors and the Village's IT department.
- Security Services: provision of all required interior and exterior infrastructure into the documents and in coordination with the Village's security system vendor. We will:
    - Identify quantity, location, and cable type in providing the infrastructure to allow the CCTV surveillance system to be installed by the Village's vendors.
    - Identification of quantity, location, cable type, hardware, etc. for the access control system.
    - Identification of quantity, location, cable type, hardware, etc. for the BDA system for the fire department's radio system.
    - Identification of quantity, location, cable type, hardware, etc. for the fire alarm system.
    - Identification of quantity, location, cable type, hardware, etc. for the area of refuge two-way communication system.

Task 13: Fire Protection System Design
Provision of fire sprinkler system design and hydraulic calculations compliant with FBC and FFPC for the proposed new facility

Task 14: Lightning Protection
Our scope of services will include a Lightning protection design specification for the project as requested by the Village.

Task 15: Emergency Generator
Our scope of services will include a back-up generator design for the entire building as requested by the Village. We anticipate a gas fueled generator with an on-site gas tank back up.

Task 16: Traffic Signal Design
SIGNAL DESIGN SERVICES
CONSULTANT shall prepare Signal Plans of sufficient detail for construction. Said plans shall include an SOP (Signal Operating Plan), signal heads, signage, loops and loop detectors including pull boxes, conduits and wiring, pedestrian heads, detector and intersection signing and markings, including pay items for above. Please note the mast arm design details (i.e. mast arm dimensions and pole foundation data) will be based on standard Mast Arm configurations utilized by FDOT, any special mast arm and pole foundation design in not included and will require independent Structural Engineering Services, if required. Pavement marking incidental to the traffic signal will be included provided they are within the ordinary limits of the signal plan. However, they will not be itemized as pay-items as these are not commonly Signalization items. Plan Set Shall Include:

- Key Sheet
- Notes Sheet – General & Pay Item
- Plan Sheet

PLAN REVISIONS / AGENCY SUBMITTAL
Revisions required within the above Scope of Services shall be included and will be performed at the 90% Phase and Final Design stage (100 %). Modifications in form of changes to Project Description or additional work not described herein are not included. Post design services will include field or pre-construction meeting and does not include any inspection services. The Client will make all agency submittals including any utility reviews.

DELIVERABLES AND SCHEDULE
CONSULTANT will develop a final draft design (Phase III – 90%) plans and deliver them for review by Miami-Dade County and utility companies. After receiving comments, the CONSULTANT will revise plans and provide the Phase IV – 100% Plans. Lastly, the 100 % Plans will be produced and will be provided with three (3) originally signed & sealed and dated Traffic Signal Plans incorporating the comments received by the agencies involved in the approval process. Said plans will be delivered to within 60 Days of each review phase. Additional post design construction (permits, inspections, etc.) services shall be billed separately if necessary.

Task 17: Reasonable Assurance Report (RAR)
FDEP Required Reasonable Assurance Report for Storm Drainage Site Design

Task 18: Public / Commission Meetings and Presentations
Architect will prepare presentation documents and attend up to two (2) Public Meetings with stakeholders for community input and feedback, one (1) meeting with Planning and Zoning Advisory board and one (1) Commission Meetings. Preparation of required site plan and computer based model of proposed structure as well as generic massing for existing structures on the East, West and North sides within 200 feet of the proposed structure. The south will be limited by Kennedy Causeway. A physical model of the proposed structure is not included in this scope or fee.

Task 19: Sustainability Consulting and Design
CONSULTANT shall incorporate design and incorporate options from DIVISION 5, GREEN BUILDING PROGRAM Table § 8.21 Green Building Development Options and Points to achieve the minimum number of points as specified below:

- Civic Uses shall achieve a minimum of twenty (20) points.

Task 20: Photorealistic Renderings
CONSULTANT will provide photorealistic renderings of up to (3) interior and (3) exterior spaces.

Note: This task is required as per NORTH BAY VILLAGE - SITE PLAN APPROVAL APPLICATION FORM (JUNE 2022), Page 8.

Task 21: Commissioning
BUILDING COMMISSIONING:
CONSULTANT will provide Commissioning and associated documentation in compliance with 2020 Florida Building Code – Energy Conservation, Section C408.2 and Section C408.3. Systems to be commissioned include heating, ventilation, and air conditioning (HVAC), domestic hot water and lighting controls.

COMMISSIONING EXTENT OF WORK

- Review construction documents during design related to systems being commissioned for completeness and to develop functional performance test forms.
- Prepare Commissioning Plan.
- Prepare commissioning project specifications.
- Create Functional Performance Tests (FPTs) for onsite verification testing.
- Execute FPTs onsite with installing contractors over two separate multi-day trips. Two trips account for seasonal testing and back-checking of deficiencies previously noted.
- Manage Commissioning Issues Log for resolution of deficiencies during Cx process.
- Prepare Preliminary Cx Report.
- Prepare Final Cx Report.

SUSTAINABILITY SPECIFICATIONS
Specification reinforcements will be provided for Divisions 2-10 to ensure that sustainability requirements are integrated and documented properly by the Construction Manager, General Contractor and Sub-contractors. The project specifications are the primary means of procuring environmentally appropriate materials which will not only fulfill project sustainability goals while supporting a healthier, more energy efficient building environment. CONSULTANT will provide input to the bid specifications as well, providing appropriate language to ensure the smooth application of sustainability requirements throughout the project's construction.

NOTE: This task could be eliminated from Architect's Scope of Work and procured directly by the General Contractor or North Bay Village.

Task 22: Traffic Study
A Traffic Study will be prepared for the purposes of obtaining approval from North Bay Village. This study may not satisfy the Miami-Dade County or FDOT but may be submitted to begin their process.

SCOPE OF SERVICES – TRAFFIC STUDY
CONSULTANT will perform the following tasks in order to prepare a Level 2 Traffic Study for the subject project. This study will include the following:

TRIP GENERATION
Trip Generation analysis will be determined for the AM & PM peak hour during a typical weekday consistent with the land use(s) described above. All trip generation information will be based on ITE Trip Generation Manual (11th Edition). The trip generation calculations will include the appropriate implementation of any applicable trip adjustment factor (i.e. multimodal). The trip adjustment factors will be supported with available published data.

TRIP DISTRIBUTION / TRIP ASSIGNMENT
Trip Distribution and Assignment shall be based on the Traffic Analysis Zone (TAZ) for the project location. Trips will be distributed using the current adopted Miami-Dade TPO Long Range Transportation Plan (SERPM). Moreover, the trips will be distributed to the study area and assigned to the project's driveways (AM and PM peak).

TRAFFIC COUNTS
Traffic Counts – including trucks and pedestrians.
Turning Movement Counts (TMC's) will be performed during the AM Peak Period (7:00 AM - 9:00 AM) and PM Peak Period (4:00 PM - 6:00 PM). Traffic counts will be performed at TWO (2) intersections:

- 79th Street Parkway & Harbor Island Dr.
- Harbor Island Dr & West/Est Drive

SIGNALS LOCATION AND TIMING
Traffic signals shall be identified by Miami-Dade County Asset ID. Existing Signal Phasing/Timing shall be utilized in the analysis.

COMMITTED DEVELOPMENT / BACKGROUND GROWTH
All committed development within the study area shall be quantified as provided by the Village. If no committed trips can be quantified, the background traffic will rely solely on the background growth rate. The growth factor will be determined by performing a historical count's regression analysis and using published traffic data from FDOT and/or Miami-Dade County.

BUILD OUT YEAR (2024)
This represents a date in the future in which the facility/development will be fully built out and operational.

LEVEL OF SERVICE (LOS) ANALYSIS - AM & PM PEAK HOUR

Intersection capacity/LOS analysis will be performed based on the latest HCM methodology and using the latest build of the Synchro 10 software. Such analysis will provide the results for the Level of Service (LOS), volume to capacity ratio (V/C) and other outputs such as Queue Lengths and Vehicular Delay. This analysis will be performed for the AM and PM peak hour. In addition, RGA will evaluate the vehicular access points by performing Driveway LOS analyses. The LOS analysis will be performed for the existing condition and future condition with and without project.

TRAFFIC REPORT
CONSULTANT will prepare a report to document the results of the analyses and will include all the supporting documentation.

REVISIONS / RESPONSES TO COMMENTS
CONSULTANT will provide a response to comments as Additional Services based on the extent of the comments received. This will be negotiated separately and will require approval from Client.

DELIVERABLES
We will deliver to the Client an originally Dated, Signed and Sealed Traffic Reports in PDF format. The Client will handle and be responsible for all agency submissions.

NOTE: This task could be eliminated from Architect's Scope of Work and procured directly by North Bay Village.

Task 23: Threshold Inspections
THRESHOLD INSPECTOR - SCOPE OF WORK:
The Threshold Inspector shall observe that the work is executed in substantial accordance with the permitted Official Contract Documents. The Official Contract Documents are defined as the permitted plans, recorded addenda, and the specifications with all amendments thereto, including the Threshold Inspection Plan.

DUTIES
The Threshold Inspector shall maintain a record of the progress, working conditions, observations given to the Contractor and suspected deviations from the Official Contract Documents. The reports shall be in writing and shall be made out promptly at the end of the period covered. The reports will be present at all times, in the Contractor's field office, in the job site in the form of a job site log and an inspection field report for each day an inspection is made.

Consultant will inspect the following areas:

- Foundation reinforcement and concrete placement.
- Concrete columns and shear walls reinforcement and concrete placement.
- Masonry wall reinforcing.
- Steel and metal deck erection

The report may consist of any or all the following:

- Report of each inspection.
- Job site log of area inspected.
- Special records from testing lab (welding and bolts inspection, mill tests, and concrete tests).
- Record of placing and curing concrete.

- Changes made in the field during observations.

REPORTING INFORMATION AND OBSERVATIONS
It is the duty of the Threshold Inspector to notify the Contractor, Building Official, Architect of Record, and the Owner if the following events occur:

- The use of materials, equipment or workmanship that does not conform to the Official Contract Documents or which may cause improper construction, which is not acceptable.
- Work that is not being done in accordance with the approved Official Contract Documents.
- Faulty construction or of construction performed without inspection and not capable of being inspected or tested in place.
- The request for interpretations from the Architect of Record, as required, to clarify the construction documents.

REQUIREMENTS OF THE OWNER
The Owner shall arrange for all necessary construction records to be furnished to the Threshold Inspector during the progress of the work in a timely manner. Such records shall consist of, but may not be limited to: soil density test records, shop drawings, mill reports, concrete cylinder test reports, bolted and welded connections testing result, etc. The owner should contract the services of a testing lab to provide concrete cylinders test, slump test, mortar test, bolted connections quantity, sizes and proper torque/tension and welded connections sizes and quality. For elevated slabs that require shoring, The Owner shall insure that the Contractor provides a shoring and re-shoring plan to the Building Department which is signed and sealed by an Engineer registered in the State of Florida. Such registered engineer may represent the form supplier. Such engineer must also inspect the shoring and re-shoring for each elevated slab and provide a signed and sealed affidavit indicating that “Shoring and re-shoring has been installed as per the drawings prepared by his office”, this affidavit for each elevated deck, must be delivered to the job site and a copy provided to the threshold inspector before concrete is placed.

RESPONSIBILITY
The Threshold Inspector does not surrogate the Building Official's or the Architect of Record's responsibilities. Further, it is not intended that the Contractor's contractual or statutory obligations are in any way relieved or foregone by the presence of the Threshold Inspector. The Contractor has the sole responsibility for any deviations from the Official Contract Documents. The Threshold Inspector will not replace the quality control personnel for the Contractor. All inspections will be in accordance with the provisions of the Threshold Inspector Law.

LIMITATIONS
Unless otherwise provided in written requests, this contract limits the Threshold Inspector to provide services only with regards to the structural frame of the building, including foundation, primary and secondary framing systems, and all items included in the Inspection Plan and as indicated above.

This Contract does not include any testing of bolted or welded connections, concrete slump or concrete strength test, which should be done by a testing lab as specified by the Engineer of Record. Also, this Contract does not include inspection of any safety provisions as required by OSHA or other safety standards that apply during the construction period. Nor does it apply to elements such as metal or wooden balcony railings, mechanical/electrical systems, architectural components, site work or other elements not contributing to the capacity of the structural building frame. Since the Threshold Inspector does not certify that the Official Contract Documents are, in themselves, in compliance with

the Standard Building Code, all certifications issued will refer to completed work being in substantial accordance with the Official Contract Documents rather than the Florida Building Code. Inspection reports of our findings will be furnished on a weekly basis.

NOTE: This task could be eliminated from Architect's Scope of Work and procured directly by the General Contractor or North Bay Village.

Task 24: Cost Estimating
A detailed cost estimate will be completed upon completion of Schematic Design, Design Development and 100% Construction Documents.

NOTE: This task could be eliminated from Architect's Scope of Work and completed by the General Contractor or Construction Manager at Risk if the village selects a contractor prior to completion of schematic design.

Task 25: Survey
CONSULTANT will procure an up-date to the survey provided by the Village as part of the RFQ 2022-05 Exhibit C – PROPERTY SURVEY to meet the requirements from the Building Departments check list.

REVIEW THE TITLE SEARCH
CONSULTANT will review the title to reflect any recorded easement or encumbrances related or affecting the property. perform the necessary surveying office work to prepare the Survey pursuant to the requirements; Title Search documents to be provided by the client.

COLLECT UNDERGROUND UTILITIES AS MARKED BY OTHERS
CONSULTANT will perform the necessary surveying field and office work to prepare the Survey pursuant to the requirements; The client must contact an independent company to mark the underground utility markings.

RIGHT OF WAY SURVEY OF THE DETERMINED AREA
We will perform the necessary surveying field and office work to prepare the Survey pursuant to the requirements, collect all aboveground utilities, elevations, drainage, water, and sewer structures spot elevations on high and low points curb-cuts, roadway stripping, etc.

SURVEY LIMITS
The property located at 1335 79 Street Causeway, North Bay Village, FL 33141, having Miami-Dade County Folio Number 23-3209-001-0060, the adjacent property to the west having Miami-Dade County Folio Number 23-3209-001-0061 and adjacent roadways including the Street intersection at Kennedy Causeway and Harbor Island entry drive.

DELIVERABLES
The survey will be provided in a digital AutoCAD and hard copy formats.

NOTE: This task could be eliminated from Architect's Scope of Work and procured directly by North Bay Village.

Task 26: FGBC Consulting

CONSULTANT's sustainability consulting services span a project from initial schematics through construction and occupancy. At the outset of a FGBC-designated project, CONSULTANT discusses with the team the FGBC program and process, thereby advancing the integration of FGBC design strategies. The result of these meetings will be an articulated scheme which describes the specific approach and method to achieve the desired rating. Throughout design, CONSULTANT will lead progress meetings and ongoing communication devoted to assessing the status of FGBC features and expanding opportunities to add FGBC credits. When the project nears completion, CONSULTANT will document the design, construction, and commissioning processes and submit the application for final certification on behalf of the client. CONSULTANT promotes and encourages strong communication among team members.

PROJECT OBJECTIVES:

CONSULTANT will provide full project management of FGBC process throughout as necessary to achieve the goal of FGBC Commercial v3.1 Certification at Bronze or Silver level for the project.

APPROACH:

CONSULTANT will coordinate the gathering and preparation of documentation for submission to FGBC for review for certification. CONSULTANT will maintain an ongoing FGBC Project Checklist and an Open Issues Log through the project. It is understood that the design and construction teams will need to respond to the Open Issues Log in a timely manner throughout the project.

FGBC PROGRAM MANAGEMENT:

CONSULTANT will provide full project management of the FGBC process throughout as necessary to achieve the goal of Bronze or Silver certification for the project. This includes the following:

DESIGN PHASE

- Coordinate with Owner and Project Team to determine a Preliminary FGBC Scorecard.
- Establish an Action Plan based on the Preliminary Scorecard.
- Manage and coordinate with Design Team to ensure FGBC goals are incorporated into design documents.
- Review design documents at regular intervals.
- Perform energy analysis of design for energy optimization and confirmation of energy inputs matching design documents
- Maintain and Issue an ongoing FGBC Open Issues Log to clearly define Project Team's responsibilities and timelines
- Prepare Design submission to FGBC
- Coordinate any clarifications and responses required by FGBC reviewer.

CONSTRUCTION PHASE

- Coordinate with Contractor throughout construction to collect required information for FGBC documentation.
- Prepare and maintain a Construction Tracking log to track Contractor progress of required documentation gathering throughout construction (e.g. site photos, construction waste logs etc.).
- Coordinate Construction submission to the FGBC.
- Coordinate any clarifications and responses required by FGBC reviewer.

NOTE: This task's Scope and Fee could be removed -if the OWNER decides NOT to pursue Florida Green Building Certification and only meet the Village's Sustainability requirements as set forth in DIVISION 5, GREEN BUILDING PROGRAM.

PROPOSED FEES:

The following is a summary of the total fees for all services listed above.

Task	Basic Services (Architectural, MEP, Structural)	Total Fee
Task 1	Schematic Design (30% Construction Doc)	$235,663
Task 2	Design Development (60% Construction Doc)	$391,085
Task 3	Construction Documents (100% Construction Doc)	$625,529
Task 4	Assistance with Permitting/Bidding	$31,472
Task 5	Construction Administration	$281,444
	Sub-Total	**$1,565,193**

Task	Supplemental Required Services	Total Fee
Task 6	Geotechnical Soils Testing and Report	$6,395
Task 7	Civil Engineering	$174,440
Task 8	SUE (Subsurface Utilities Engineering)	$9,340
Task 9	Landscape Architecture and Irrigation Plan	$34,850
Task 10	Site Lighting Design	$10,050
Task 11	Interior Design and Furniture Selection	$41,375
Task 12	Audio/Visual & Voice/Data/Security	$28,047
Task 13	Fire Protection System Design	$46,050
Task 14	Lightning Protection	$4,520
Task 15	Emergency Generator	$27,820
Task 16	Traffic Signal Design	$17,240
Task 17	Reasonable Assurance Report (RAR)	$3,460
Task 18	Public / Commission Meetings and Presentations	$17,560
Task 19	Sustainability Consulting and Design	$30,040
Task 20	Photorealistic Renderings	$12,630

Task	Supplemental Potential Services	Total Fee
Task 21	Commissioning	$49,837
Task 22	Traffic Study	$17,864
Task 23	Threshold Inspections	$113,770
Task 24	Cost Estimating	$25,350
Task 25	Survey	$16,315

Task	Supplemental Optional Services	Total Fee
Task 26	FGBC Certification	$53,660
	Design Services Total	**$2,305,806**
	Estimated Reimbursable Expenses (allowance)	$40,000
	Design Contingency (allowance) (approx. 5% of Basic Services)	$80,000
	FGBC Registration Fee (allowance)	$10,000

The Basic Services fee is based on the State of Florida's Department of Management Services Fee Curve utilizing a Construction Budget of $23,000,000 at 6.8% (Average of Complexity A&B). If the Client's Construction Budget is increased, the Architect's Basic Services shall be recalculated based on the most recent budget amount.

Reimbursable Expenses (Allowance) – Per AIA Agreement

Design Contingency (Allowance)
During the course of the project, the Client or Architect may identify Additional Services required which are necessary to either complete or enhance the overall project. If Additional Services are identified during the course of this project, the Architect will prepare a detailed work scope and fee to perform the Additional Services. Once the Client and the Architect have agreed on the scope and fee, the Architect will submit a Request for the Client's approval for the Additional Services under Design Contingency.

The Design Contingency is an estimate and may not cover all the additional services identified throughout the project which are necessary to either complete or enhance the overall project. Also, all funds within Design Contingency may not be required. Unused Design Contingency will not be billed to the Client.

The Following Services Are Not Included Within This Fee:

- Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
- Feasibility Studies/ Analysis
- Multiple Preliminary Designs
- Grant Assistance or Applications
- Existing Site Utility Infrastructure Improvements
- Coordination of Client's Consultants
- Life Cycle Cost and/or Energy (FLEET) Analysis
- Solar/Photovoltaic Design or Consultation
- Custom Graphic and Signage Design – Standard Signage Included
- Value Analysis Study
- Revisions to Documents for value engineering
- Documents Prepared for: Alternate Bids Requested by Client, Change Orders, Multiple Construction Contracts, Record Documents/As-Builts
- Prolonged Construction Contract Administration Services
- Construction Phasing or Multiple Bid Submissions
- Project Representation During Construction Beyond periodic inspection
- Additional Construction Contract Administration Services for Multiple Contracts
- Training Services for Building Systems
- Post Occupancy Inspections/ Evaluations
- Models/Videos
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents

- Client requested insurance in excess of that normally carried by the Architect or Architect's Consultants
- Shelter Design to ICC 500 Standards

Additional Services Compensation – Per AIA Agreement

Thanks for the opportunity to propose services for your project.

Sincerely,
Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.

RESOLUTION NO. 2023-045

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH WANNEMACHER JENSEN ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $2,300,000.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2022, North Bay Village (the "Village") issued Request for Qualifications No. 2022-005 (the "RFQ") for architectural and engineering design services (the "Services") for the Village Hall and Public Safety Complex Project (the "Project"); and

WHEREAS, on January 10, 2023, the Village Commission adopted a resolution selecting Wannemacher Jensen Architects, Inc. (the "Consultant") to perform the Services for the Project and authorized the Village Manager to negotiate an agreement with the Consultant; and

WHEREAS, the Village Manager has negotiated the agreement (the "Agreement") attached hereto as Exhibit "A" with the Consultant; and

WHEREAS, the Village Commission desires to approve the Agreement and authorize the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $2,300,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission approves the Agreement attached hereto as Exhibit "A."

Section 3. **Authorization.** That the Village Commission hereby authorizes the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $2,300,000.00, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution, including expending budgeted funds.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Chervony who moved its adoption. The motion was seconded by Commissioner Cuk and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andrew Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes

PASSED AND ADOPTED on this 8th day of March, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

RESOLUTION NO. 2025-044

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ADDITIONAL SERVICES REQUESTS NO. 9 AND NO. 11 WITH WANNEMACHER JENSEN ARCHITECTS, INC. RELATING TO ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $709,822 AND $40,680, RESPECTIVELY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2022, North Bay Village (the "Village") issued Request for Qualifications No. 2022-005 (the "RFQ") for architectural and engineering design services (the "Services") for the Village Hall and Public Safety Complex Project (the "Project"); and

WHEREAS, on January 10, 2023, the Village Commission adopted a resolution selecting Wannemacher Jensen Architects, Inc. (the "Consultant") to perform the Services for the Project and authorized the Village Manager to negotiate an agreement with the Consultant; and

WHEREAS, on March 8, 2023, the Village Commission adopted a resolution approving an agreement with the Consultant to perform the Services for the Project (the "Agreement"); and

WHEREAS, in accordance with the terms of the Agreement and at the request of the Village, the Consultant submitted an additional services request ("ASR") for the addition of a new Core and Shell floor at Level 5 and maintaining the Village Hall offices at the top level (new Level 6) (the "Additional Floor Services"); and

WHEREAS, additionally, the Village submitted an ASR for services to support the Art in Public Places (AIPP) component of the Project (the "AIPP Services"); and

WHEREAS, the Consultant has provided ASR No. 09 for the Additional Floor Services in the amount of $709,822 and ASR No. 11 for the AIPP Services in the amount of $40,680, attached hereto as Exhibit "A" and "B," respectively; and

WHEREAS, the Village Commission desires to approve ASR No. 09 and ASR No. 11, attached hereto as Exhibit "A" and "B," for a total amount not to exceed $750,502; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest

and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission approves ASR No. 9 and ASR No. 11, attached hereto as Exhibit "A" and Exhibit "B," respectively, for a total amount not to exceed $750,502.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute ASR No. 9 and ASR No. 11.

Section 4. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Chervony who moved its adoption. The motion was seconded by Commissioner Rotondaro and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	Yes
Vice Mayor Goran Cuk	Yes
Commissioner Doris Acosta	Yes
Commissioner Richard Chervony	Yes
Commissioner Andy Rotondaro	Yes

PASSED AND ADOPTED on this 20th day of May, 2025.

Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

Wannemacher Jensen Architects, Inc.

North Bay Village (Client)
Frank Rollason, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

April 28, 2025

Ref: Additional Services Request #**09 (Additional Floor)** for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, Inc. (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall

SCOPE OF SERVICES

The following scope outlines the architectural and engineering updates required for the owner requested modifications, including the addition of a new Core and Shell floor at Level 5 and maintaining the Village Hall offices at the top level (new Level 6). The delivery for each task is an updated permit set, submitted as Revision 4 of current plan review process.

Task 1 – Design, Construction Documents & Specifications

Design Study and Update

- Revise the architectural BIM model to incorporate a new core and shell level between Levels 4 and 5.
- Relocate the Village Hall and Police Department to the new Level 6, maintaining the proposed interior layout and terrace.
- The newly added Level 5 will provide approximately 24,000 S.F. of core and shell space for future village expansion with an approximate 1,700 S.F outdoor balcony on the Southwest corner.
- Any design constraints due to Village Zoning and Design standards will be reviewed and approved administratively.
- Update exterior glazing and screen to reflect the new volume based on the scope modifications, proposed exterior updates include:
  - Increasing the building's wall elevation by 15 feet to accommodate the additional floor.
  - Adjusting the façade's volumetric proportions to align with the new building height.
  - preserving the project's iconic architectural identity

Deliverables:

- Updated Architectural 3D Model for coordination
- Update 3D views (3) of Exterior Glazing and Screen Design
- Coordinate & prepare meeting minutes for bi-weekly OA meetings (4 virtual meetings)

Construction Documents & Specifications Updates

Construction Documents and Specifications will be in accordance with the revised program and design changes. The updates will be implemented as Revision #4 of the current permit process.

This effort will include modifications to the architectural, structural, mechanical, electrical, plumbing, fire protection systems to reflect the revised 6-story design. Updates include modifications to building systems, exterior design redesign, and interior space planning refinements. The team will also update the geotechnical and traffic impact studies as required

Deliverables:

- Revised Architectural Permit Set (submitted as Revision 4)
- Updated Construction Documents & Specifications (submitted as Revision 4), including architectural, structural, MEP, life safety, fire protection, and interior design updates.
- Coordinate & prepare meeting minutes for bi-weekly OA meetings (4 virtual meetings)
- Coordinate Updated Geotechnical and Traffic Impact Studies.
- Coordinate Updated Permitting and Construction Administration Agreement to reflect the revised scope and timeline.

Task one Fee includes time previously spent on added floor studies and presentations completed between 2/10/2025 to 03/21/2025.

Task 2 – Update Geotechnical Report

Re-assess geotechnical conditions based on the updated structural and architectural requirements for the additional level.

Deliverable:

- Updated Geotechnical Report. Submit updates as part of Rev. 4.

Task 3 – Update Traffic Impact Study & Report

Revise the Traffic Impact Study (TIS) & Report to reflect changes resulting from the architectural program update, ensuring compliance with local traffic requirements.

Deliverable:

- Updated Traffic Impact Study & Report. Submit updates as part of Rev. 4.

Task 4 – Expanded Permitting & Bidding Process

Provide additional support during the permitting and bidding phases to address the expanded project scope. This includes processing and coordinating with Authorities Having Jurisdiction (AHJs) throughout the review and approval period, as well as updating bid documents and managing an extended bidding process as required.

Task 5 – Increase Extended Construction Administration

Due to the expanded project scope, we anticipate an increase in construction administration services, including additional RFIs, submittal reviews, and coordination efforts. This task accounts for an estimated extension of up to three (3) additional months of construction administration support.

PROPOSED FEES

Task 1	Design, Construction Documents & Specifications	$ 555,845
Task 2	Update Geotechnical Report	$ 1,150
Task 3	Update Traffic Impact Study & Report	$ 23,863
Task 4	Increase Permitting Process	$ 15,736
Task 5	Increase Construction Administration	$ 46,908
	Design Contingency (Allowance)	$ 60,000
	Additional Meetings (Allowance)	$ 6,320
	Design Services Total	**$ 709,822**

Design Contingency (Allowance) **$ 60,000**

During the redesign process, the Architect may identify opportunities for design enhancements that warrant reconsideration of the structural column configuration along the southern perimeter. The Architect will present any proposed structural revisions for Client review and approval. Upon approval, the Design Contingency allowance may be utilized to support the associated additional structural engineering and architectural services required to implement the revised structural design.

Additional Meetings (Allowance) **$ 6,320**

1. OA Meetings (Virtual) 4 Meetings @ $1,080 ea. $ 4,320
2. Commission Meeting (In-person) – 1 Meeting $ 2,000.

We are requesting authorization to proceed with the scope and fees above. Your signature below will indicate your approval.

Sincerely,
Wannemacher Jensen Architects, Inc.

Approved:



Jason Jensen, AIA, LEED AP, Principal

_____
Signature Date

_____
Printed Name

EXHIBIT "B"

Wannemacher Jensen Architects, Inc.

North Bay Village (Client)
Frank Rollason, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

April 28, 2025

Ref: Additional Services Request **#11 (Art-in-Public Places)** for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, Inc. (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall (NBV)

SCOPE OF SERVICES

The following scope outlines the architectural services required to support the Art In Public Places (AIPP) component of the project. These services include presentation Package, Artist Selection Process (ASP) and Design & Implementation reviews. Coordination with the artist and AIPP committee, and participation in key meetings.

Task 1 – Project Presentation Package

Develop an AIPP Call to Artist presentation package to reflect all modifications made during the Construction Documents (CD) and permitting phases based. Package should be current, comprehensive, and aligned with the project's latest developments.

Task 2 – Artist Selection Process

Assist and participate in all key aspects of the selection process, including site location considerations, budget alignment, shortlisting of artists, and final selection of the commissioned artist. Scope includes but not limited to:

- Call to Artists and site walkthrough
- Evaluating submissions
- Artist shortlist
- Artist Presentations

Task 3 – Design review & Implementation

Coordinate and collaborate with the artist throughout the design, development, fabrication, and installation process. Provide feedback to ensure seamless integration of the artwork within the architectural details. Incorporate artist details into the construction documents to maintain constructability, detailing accuracy, and alignment with the overall design intent.

- Design review and feedback.
- Incorporation of artist details into construction documents and bid set.
- Fabrication and Installation review

EXHIBIT B

- Final installation and closeout coordination

PROPOSED FEES

Task 1 – Project Presentation Package	$4,680
Task 2 – Artist Selection Process	$7,200
Task 3 – Design review & Implementation	$28,800
Total	**$40,680**

We request authorization to use the Design Contingency allocated in our contract for these additional services. Your signature below will indicate your approval to use the Design Contingency for the scope of services above.

Sincerely,
Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, LEED AP, Principal

Approved:

_____
Signature Date

_____
Printed Name

RESOLUTION NO. 2025-067

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING ADDITIONAL SERVICES REQUEST NO. 14 WITH WANNEMACHER JENSEN ARCHITECTS, INC. RELATING TO ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $59,626; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2022, North Bay Village (the "Village") issued Request for Qualifications No. 2022-005 (the "RFQ") for architectural and engineering design services (the "Services") for the Village Hall and Public Safety Complex Project (the "Project"); and

WHEREAS, on January 10, 2023, the Village Commission adopted a resolution selecting Wannemacher Jensen Architects, Inc. (the "Consultant") to perform the Services for the Project and authorized the Village Manager to negotiate an agreement with the Consultant; and

WHEREAS, on March 8, 2023, the Village Commission adopted a resolution approving an agreement with the Consultant to perform the Services for the Project (the "Agreement"); and

WHEREAS, in accordance with the terms of the Agreement and as a result of a nearby Florida Department of Transportation (FDOT) project, the Consultant submitted an additional services request ("ASR") in the amount of $59,626, a copy of which is attached hereto as Exhibit "A" ("ASR No. 14"); and

WHEREAS, the Village Commission desires to approve ASR No. 14, attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Approval.** That the Village Commission approves ASR No. 14, attached hereto as Exhibit "A", for a total amount not to exceed $59,626.

Section 3. **Authorization.** That the Village Commission hereby authorizes the Village Manager to execute ASR No.14.

Section 4. **Implementation.** That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Chervony who moved its adoption. The motion was seconded by Commissioner Rotondaro and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	Absent
Vice Mayor Goran Cuk	Yes
Commissioner Doris Acosta	Yes
Commissioner Richard Chervony	Yes
Commissioner Andy Rotondaro	Yes

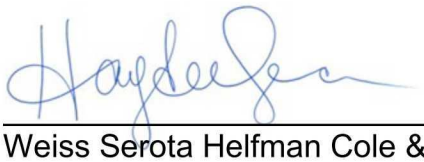
PASSED AND ADOPTED on this 15th day of July, 2025.

Rachel Streitfeld, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Wannemacher Jensen Architects, Inc.

North Bay Village (Client)
Frank Rollason, Village Manager
1666 John F Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
(305) 758-7171
villagemanager@nbvillage.com

June 24, 2025

Ref: Additional Services Request #14 for 2312 – North Bay Village – Fire Station and Village Hall

Wannemacher Jensen Architects, LLC (WJA) is submitting this proposal to provide additional services for North Bay Village – Fire Station and Village Hall.

As part of the permit approval process, the Florida Department of Transportation (FDOT) has issued a comment requiring coordination with an ongoing FDOT infrastructure project. In a meeting held with FDOT on [May 29th, 2025], it was explained that a project currently in the Schematic Design phase is underway for improvements along 79th Street and the adjacent bridge, which is directly next to our project site.

This FDOT project includes plans to raise the elevation of the bridge and roadway by approximately 2 to 3 feet, as well as expand the width of the existing sidewalk. The final elevations and design parameters are not expected to be confirmed until the completion of FDOT's Design Development phase, anticipated in December 2025.

This proposal outlines the scope, coordination efforts, and anticipated schedule impacts associated with integrating the FDOT requirements into the current design and permitting process. A detailed breakdown of associated fees and deliverables will follow pending consultant input.

SCOPE OF SERVICES

Architectural and engineering services for the design, coordination, and documentation of updates to the Arcade, Fire Station Entry Drive, and 79th Street Frontage Park. These revisions are necessary to accommodate both the existing and proposed road elevations, as well as the sidewalk expansion planned by the Florida Department of Transportation (FDOT). As part of the proposed updates, the arcade walkway will be raised approximately two feet to align with the revised grades. Guardrails or protective barriers will be added where required to meet code and safety standards, and the pedestrian exit ramp/path will be adjusted to maintain ADA compliance and ensure a smooth transition to surrounding grades.

The landscape and grading will also be modified, with a focus on preserving the existing trees within the Right-of-Way and incorporating minimal ground vegetation to accommodate new grading while maintaining clear access and sight lines. Additionally, the Fire Station entry drive will be studied and redesigned to function effectively with both the current and future street elevations. The existing

stormwater inlet in this area will be preserved and integrated into the new design. This scope will require close coordination among architectural, Structural, civil, and landscape consultants to ensure a cohesive and code-compliant solution that aligns with both municipal and FDOT requirements. Refer to included Site plan for further scope of work description.

Task 1 - Design, Documentation and Construction Administration

The scope of work includes:

- Review and analyze FDOT drawings and proposed changes to assess impacts on the current project design.
- Coordinate revisions and updates with all relevant disciplines including architectural, structural, electrical, civil, and landscape consultants.
- Infrastructure Requirements: Design and document required infrastructure and related components necessary to support the proposed FDOT-driven design modifications.
- Construction Document Revisions: Update the construction drawings to reflect the revised design, including necessary notations, annotations, and construction details.
- Prepare Construction / Permit Documents: Prepare and compile updated Construction/Permit Documents for inclusion in the **Revision #5 permit submission**.

Task 2 - Renderings
Update 3D model and renderings to incorporate the changes to the Building Frontage (up to 3 views).

SCHEDULE

This work described above is anticipated to require approximately 3 to 4 weeks to complete from the time the proposal is approved.

PROPOSED FEES

Task 1 Design, Documentation and Construction Administration	$57,826
Task 2 Renderings	$1,800
Total	**$59,626**

We look forward to collaborating with the project team to successfully implement this design enhancement.

Sincerely,
Wannemacher Jensen Architects, LLC



Jason Jensen, AIA, LEED AP, Principal

Approved:

_____
Signature Date

_____
Printed Name

Original Contract Proposal				
Task 1	Schematic Design (30% Construction Doc)	$	235,663.00	Commission approved design services in the amount of $2,300,000.000 on 3/8/2023 (Resolution was $5,806 short of total)
Task 2	Design Development (60% Construction Doc)	$	391,085.00	
Task 3	Construction Documents (100% Construction Doc)	$	625,529.00	
Task 4	Assistance with Permitting/Bidding	$	31,472.00	
Task 5	Construction Administration	$	281,444.00	
Task 6	Geotechnical Soils Testing and Report	$	6,395.00	
Task 7	Civil Engineering	$	174,440.00	
Task 8	SUE (Subsurface Utilities Engineering)	$	9,340.00	
Task 9	Landscape Architecture and Irrigation Plan	$	34,850.00	
Task 10	Site Lighting Design	$	10,050.00	
Task 11	Interior Design and Furniture Selection	$	41,375.00	
Task 12	Audio/Visual & Voice/Data/Security	$	28,047.00	
Task 13	Fire Protection System Design	$	46,050.00	
Task 14	Lightning Protection	$	4,520.00	
Task 15	Emergency Generator	$	27,820.00	
Task 16	Traffic Signal Design	$	17,240.00	
Task 17	Reasonable Assurance Report (RAR)	$	3,460.00	
Task 18	Public / Commission Meetings and Presentations	$	17,560.00	
Task 19	Sustainability Consulting & Design	$	30,040.00	
Task 20	Photorealistic Renderings	$	12,630.00	
Task 21	Commissioning	$	49,837.00	
Task 22	Traffic Study	$	17,864.00	
Task 23	Threshold Inspections	$	113,770.00	
Task 24	Cost Estimating	$	25,350.00	
Task 25	Survey	$	16,315.00	
Task 26	FGBC Certification	$	53,660.00	
	Design Services Total	**$**	**2,305,806.00**	
Allowance	Reimbursable Expenses	$	40,000.00	Resolution did not cover these, needs commission approval. Going on 2/20/26 agenda.
Allowance	FGBC Registration Fee	$	10,000.00	
Allowance	Design Contingency	$	80,000.00	
	Allowance Total	**$**	**130,000.00**	

add on 7/2/23	AS1.1 Parking garage	$	11,500.00	Will be covered by contingency funds once resolution 2023-045 is ammended, leaving a contingency balance of $50,406.
add on 7/2/24	AS1.2 Tree survey	$	1,696.00	
add on 11/30/23	AS2 Undergound utility GPR and vacuum test	$	7,590.00	
add on 10/6/23	AS3 Traffic study update	$	10,925.00	
add on 1/17/24	AS4 Additional fondation evaluation	$	1,885.00	
add on 10/10/24	AS5 FDOT frontage design and coordination	$	14,000.00	
add on 10/15/24	AS6 FF&E design	$	24,100.00	
add on 4/8/25	AS10 Legal sketch for easement	$	2,533.00	
add on 8/26/25	AS15 Façade light support design	$	3,450.00	
add on 4/8/25	AS16 Evaluation committee	$	7,890.00	
add on 1/30/26	AS19 Landscape documents update due to FDOT	$	4,025.00	

add on 4/28/24	AS9.1 Add 6th floor	$	643,502.00	Commission approved 5/20/25
add on 4/28/25	AS9.2 Additional contingency	$	60,000.00	
add on 4/28/26	AS9.3 Additional meetings	$	6,320.00	
add on 4/28/25	AS11 Art in public places	$	40,680.00	
add on 6/24/25	AS14 Design changes and renderings due to FDOT	$	59,626.00	Commission approved 7/15/2025

add on 1/13/25	AS7 Redesign for for access	$	58,850.00	Needs Commission approval. Going on 2/20/26 agenda.
add on 1/13/25	AS8 Update plans for access	$	46,556.00	
add on 6/11/25	AS12 Façade illumination	$	49,209.00	
add on 5/8/25	AS13 PD layout changes	$	47,534.00	
	AS17 Driveway redesign due to FDOT issues	$	25,072.00	

New Contract Grand Total	**$**	**3,473,155.00**
Commission Approved	**$**	**3,110,128.00**
Needs Commission Approval	**$**	**363,027.00**

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Steven Buckland, Public Works Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY UTILITY SYSTEM REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $38,500.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify the emergency utility repairs expenditures performed by Jormak Equipment and Consulting Inc. in the amount of $38,500.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to ratify the expenditures to Jormak Equipment and Consulting Inc. in the amount of $38,500.00 for emergency utility system repairs.

North Bay Village maintains and operates the water supplied to the islands by Miami-Dade County Water and Sewer Department (WASD) and owns and operates approximately 8 miles of water distribution mains and 605 water meters, and a wastewater collection and conveyance system that consists of approximately 5.5 miles of gravity sewer mains, 143 manholes and four (4) pump stations/basins. Additionally, the Village also owns and maintains a stormwater collection and conveyance system that consists of approximately 3.5 miles of drainage pipe, 118 catch basins, 38 outfalls and two (2) pump stations with deep injection wells.

In July 2025, the seawall at 1850 South Treasure Drive collapsed, prompting replacement

operations by the property owner. During an unrelated stormwater inspection in October 2025, staff discovered that an existing outfall beneath the old seawall had been compromised by new pilings. The outfall was not properly designed, and the Village lacked a legal easement. Staff coordinated with the property owner to secure the easement and install a new line and outfall. Jormak Equipment and Consulting Inc. performed the replacement.

Staff consulted with the Village Manager on each of the repair and was directed to proceed utilizing procurement code §36.25 (I) Emergency procurements.
Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

It is recommended that the Village Commission ratify the expenditures to Jormak Equipment and Consulting Inc. in the amount of $38,500.00 for emergency utility system repairs.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Repair & Maintenance of Storm Drain Lines
GL Line Item #:440-36-538-4609
Total Budgeted Amount: $50,000
Requested Amount: $38,500
Encumbered Amount: 0
Remaining Balance: $11,500

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Jormak Emergency Reparis - Seawall.DOCX
Exhibit A-Invoice for Outfall Relocation.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY UTILITY SYSTEM REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $38,500.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 36.25(I) of the North Bay Village Code of Ordinances (the "Village Code") provides that the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; and

WHEREAS, in July 2025, the seawall at 1850 South Treasure Drive collapsed and was subsequently replaced by the property owner; and

WHEREAS, during a Village stormwater inspection in October 2025, staff discovered that an existing stormwater outfall beneath the former seawall had been compromised by new pilings, was improperly designed, and lacked a legal easement, creating an immediate risk to the Village's stormwater system; and

WHEREAS, Village staff coordinated with the property owner to secure the necessary easement and engaged Jormak Equipment and Consulting Inc. (the "Contractor") to install a new stormwater line and outfall as an emergency repair, at the Village's share of $38,500.00 (the "Stormwater Outfall Replacement"); and

WHEREAS, the Village Commission desires to ratify and approve the emergency utility system repair expenditures incurred for the Stormwater Outfall Replacement for a total amount of $38,500.00, as more particularly reflected in the invoice from the Contractor attached hereto as Exhibit "A" (the "Invoice"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Ratification. That the Village Commission hereby ratifies and approves the Stormwater Outfall Replacement for a total amount of $38,500.00, as more particularly reflected in the Invoice from the Contractor attached hereto as Exhibit "A.".

Section 3. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this 17th day of February, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Invoice # 1- 2025 For North Bay Village

Jormak Equipment and Consulting Inc.

Street Address:	13070 SW 210 Terrace		
City, State, Zip:	Miami, Florida, 33177	Phone	7862825020
E-Mail	jorge@jormakequipment.com	Fax	
Project No:	N/A	Cell	7862825020
Project:	Relocation of 18-inch outfall pipe and plugging the existing		
Location:	1850 South Treasure Drive		
County:	DADE		
Customer	North Bay Village		
Attention	Steven Buckland		
Date	12/18/2025		

Contract Item	Description	Units/ Hrs.	Qty	Unit Price	Extension
1	Mobilization	LS	1	$2,500.00	$2,500.00
2	Excavation of the outfall pipe and seawall to prepare for core drill	LS	1	$7,500.00	$7,500.00
3	Furnish and install two 18-inch 45 degree bends with transition coupling	LS	1	$6,500.00	$6,500.00
4	Furnish and install 18-inch HDPE pipe	LS	1	$4,500.00	$4,500.00
5	Plug existing 18-inch drainage pipe	LS	1	$2,500.00	$2,500.00
6	Furnish and install 18-inch check valve on the outfall pipe	LS	1	$12,500.00	$12,500.00
7	Backfill the area and dispose of all excess material	LS	1	$2,500.00	$2,500.00
				Grand Total	$38,500.00

APPROVED

By Steven Buckland at 3:59 pm, Dec 19, 2025

EMERGENCY REPAIR

440-36-538-4609 Repair & Maintenance of Storm Drain Lines

ITEM NO. 11.K

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Steven Buckland, Public Works Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY UTILITY SYSTEM REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $33,300.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify the emergency utility repairs expenditures performed by Jormak Equipment and Consulting Inc. in the amount of $33,300.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to ratify the expenditures to Jormak Equipment and Consulting Inc. in the amount of $33,300.00 for emergency utility system repairs.

North Bay Village maintains and operates the water supplied to the islands by Miami-Dade County Water and Sewer Department (WASD) and owns and operates approximately 8 miles of water distribution mains and 605 water meters, and a wastewater collection and conveyance system that consists of approximately 5.5 miles of gravity sewer mains, 143 manholes and four (4) pump stations/basins. Additionally, the Village also owns and maintains a stormwater collection and conveyance system that consists of approximately 3.5 miles of drainage pipe, 118 catch basins, 38 outfalls and two (2) pump stations with deep injection wells.

In September 2025, Village staff responded to a sewer backup at Treasure Island Elementary School (TIES) that impacted a limited number of classrooms within a single building. In coordination with the School Board's plumbing supervisor, staff determined that the affected lateral was connected to a portion of the Village's former main line that had been abandoned during a pump station rehabilitation project. The lateral had not been shown on the construction drawings and was therefore unknown to the project contractor. Jormak Equipment and Consulting Inc. was contracted to extend the lateral and connect it to the new main line, thereby restoring proper sewer flow to the school

Staff consulted with the Village Manager on each of these repairs and was directed to proceed utilizing procurement code §36.25 (I) Emergency procurements. *Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.*

It is recommended that the Village Commission ratify the emergency utility repairs expenditures to Jormak Equipment and Consulting Inc. in the amount of $33,300.00.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Repair & Maintenance Sewer Lines
GL Line Item #: 430-35-535-4608
Total Budget Amount: $200,000
Requested Amount: $33,300.00
Encumbered Amount: 0
Remaining Balance: $98,205

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Jormak Emergency Repairs at TIES.DOCX
Exhibit A-JORMAK -Sewer Lateral on TIES .pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY UTILITY SYSTEM REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $33,300.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 36.25(I) of the North Bay Village Code of Ordinances (the "Village Code") provides that the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; and

WHEREAS, in September 2025, Village staff responded to a sewer incident at Treasure Island Elementary School ("TIES") and identified a sanitary sewer lateral with severely restricted flow, creating an immediate threat to the proper functioning of the sanitary sewer system and to public health and safety; and

WHEREAS, Village staff determined the sewer later was connected to a portion of the Village's former main line that had been abandoned during a pump station rehabilitation project; and

WHEREAS, to address this condition, Jormak Equipment and Consulting Inc. (the "Contractor") was engaged to extend the lateral and connect it to the main line, restoring proper flow and service to the school (the "Sanitary Sewer Lateral Replacement"); and

WHEREAS, pursuant to Section 36.25(I), the Village Commission desires to ratify and approve the emergency utility system repair expenditures incurred for the Sanitary Sewer Lateral Replacement in the amount of $33,300.00, as more particularly reflected in the invoice from the Contractor attached hereto as Exhibit "A" (the "Invoice"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Ratification. That the Village Commission hereby ratifies and approves the Sanitary Sewer Lateral Replacement in the amount of $33,300.00, as more particularly reflected in the Invoice attached hereto as Exhibit "A."

Section 3. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this 17th day of February, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Invoice # 1-2025 for Treasure Island Elementary School

Jormak Equipment and Consulting Inc.

Street Address:			
City, State, Zip:	Miami, Florida, 33177	Phone	7862825020
E-Mail	jorge@jormakequipment.com	Fax	
Project No:	N/A	Cell	7862825020
Project:	Reconnect Existing Sewer Lateral to Existing Manhole		
Location:	Treasure Island Elementary School		
County:	DADE		
Customer	North Bay Village		
Attention	Steven Buckland		
Date	10/3/2025		

Contract Item	Description	Units/ Hrs.	Qty	Unit Price	Extension
1	Movilization	LS	1	$2,500.00	$2,500.00
2	Excavate existing lateral to verify depth	LS	1	$4,500.00	$4,500.00
3	Core Drill manhole to make the connection	LS	1	$3,500.00	$3,500.00
4	Build the invert channel inside the manhole	LS	1	$1,800.00	$1,800.00
5	Installation of 70 feet of 6-inch lateral and make connection to existing	LS	1`	$18,500.00	$18,500.00
6	Furnuish and install 6-inch cleanout	LS	1	$2,500.00	$2,500.00
				Grand Total	$33,300.00
	PO # 009047				

APPROVED
By Steven Buckland at 11:21 am, Oct 06, 2025

ITEM NO. 11.L

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Roger Hogg, Capital Improvements Project Manager

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. EXP2601 TO EXP, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE KENNEDY CAUSEWAY COMPLETE STREETS SHORT TERM IMPROVEMENTS (BUS SHELTERS) PROJECT IN AN AMOUNT NOT TO EXCEED $88,295.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (CIP DIRECTOR ROGER HOGG)**

RECOMMENDATION

It is recommended that the Village Commission authorize a work order with EXP, Inc. to undertake Construction Engineering and Inspections (CEI) services for the Kennedy Causeway Complete Streets Short-Term Improvement Project (Bus Shelters).

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval for a Work Order EXP2601 to provide Construction Engineering and Inspections (CEI) services for a not-to-exceed amount of $88,295 to EXP Consulting, Inc.

Project Scope

SR 934/Kennedy/79th Street Causeway is NBV's principal urban corridor and sole connection to mainland Florida by connecting to the City of Miami to the west and the City of Miami Beach to the east. The roadway is a State Road facility under the jurisdiction of the FDOT. It is a wide, 6-lane facility with narrow sidewalks, and traffic flows at high speed, making it unappealing and unsafe for pedestrians and bicyclists. The Village has a master plan (NBV100) with one goal: to transform SR 934/Kennedy/79th Street Causeway into a complete

street that better services the Village's core, prioritizing the safety of its residents, the coherence of its multi-modal network, and the success of local businesses.

NBV will complete the project in two phases: short-term and long-term. The initial short-term improvements include:

- Intersection Improvements - coloring and restriping intersections to give clearer pedestrian pathways
- Pedestrian and traffic signage improvements
- Replacement of 5 existing bus shelters along the Causeway.
* Replacement of an existing bus stop bench with a new bus shelter at the northwestern corner of Kennedy Causeway and Hispanola, in front of the Benihana restaurant

The current project involves providing all necessary materials, labor, and equipment to complete bus shelter and pedestrian safety improvements along John F. Kennedy Causeway in North Bay Village. The work includes removing, disposing of, and replacing existing bus shelters, installing a new bus shelter, refurbishing crosswalk pavement markings, installing signs, submitting shop drawings for approval, restoring the site, and completing any other related tasks to ensure a fully functional and satisfactory installation.

Project/Approval History

On May 9, 2023, the Village commission approved the selection of engineering firm BCC to execute the design of the short-term improvements on the Causeway via Resolution 2023-069. Design was completed in late 2024.

On September 10, 2025, the Village issued ITB 2025-007 for the Kennedy Causeway Complete Streets Short-Term Improvements Project.

The Village Commission approved the recommendation to award the construction contract to Arango Billboard and Construction Co on December 16, 2025, via Resolution 2025-126. The construction contract is currently being prepared for review and execution by all parties.

On November 17, 2025, NBV staff issued a request for work order proposal (RFWOP) requesting qualifications from consultants under continuing engineering services agreements with the Village. The Village received responses from two consultants - EXP Inc. and EAC Consultants. After reviewing both submittals, EXP was selected and negotiations were initiated.

Project Funding

The funding sources and amounts available for this project are as follows:

1. FDOT CIGP Grant G3A34 - $ 207,010 (requires matching amount to be funded by the Village)
2. Village Capital Project Fund - $ 207,010
3. Sunbeam Community Contribution - $ 400,000

Approval Request

It is recommended that the Village Commission approve Work Order EXP2601 for construction, engineering and inspection services for a not-to-exceed amount of $88,295 to EXP Consulting, Inc.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Capital Project Fund
GL Line-Item Number: 320-61-630-6206
Total Budget Allocated: $ 671,935
Encumbered Amount: $ 562,262.09
Amount Requested: $ 88,295.00
Remaining Balance: $ 109,672.91

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - WO for CEI for Complete Streets - EXP.DOCX
Exhibit A-WO EXP2601 - Causeway Bus Shelters CEI.pdf
CEI Fee Sheet Complete Streets.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. EXP2601 TO EXP, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE KENNEDY CAUSEWAY COMPLETE STREETS SHORT TERM IMPROVEMENTS (BUS SHELTERS) PROJECT IN AN AMOUNT NOT TO EXCEED $88,295.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village (the "Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to Resolution No. 2023-155, the Village entered into an agreement on May 10, 2024, with Exp US Services, Inc. (the "Consultant") as one of the selected firms (the "Agreement"); and

WHEREAS, on September 10, 2025, the Village issued Invitation to Bid No. 2025-007 (the "ITB") for all materials, labor, equipment, services, and incidentals necessary to construct the Complete Streets Short-Term Improvements Project (the "Project"); and

WHEREAS, on December 16, 2025, the Village Commission adopted Resolution No. 2025-126 awarding the ITB to Arango Billboard and Construction Co., LLC (the "Contractor") was the lowest, most responsive, and most responsible bidder, with a bid amount of $562,262.09 (inclusive of a $13,357.00 contingency) and authorized the execution of a construction contract with the Contractor for the Project; and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and Consultant submitted a proposal to provide the construction engineering and inspection services ("CEI Services") for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue Work Order EXP 2601 to the Consultant for the CEI Services in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $88,295.00 (the "Work Order"), consistent with the Agreement previously entered into between the Village and

Consultant; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to the Consultant consistent with the Work Order attached hereto as Exhibit "A" and the Agreement previously executed in an amount not to exceed $88,295.00.

Section 3. Implementation. That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this 17th day of February, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND RELIANCE OF NORTH BAY VILLAGE:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. EXP 2601

Dated this 1st day of February, 2026

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

KENNEDY CAUSEWAY COMPLETE STREETS SHORT TERM IMPROVEMENTS

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and **EXP US Services Inc**. ("CONSULTANT"), is made pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated [10th day of May 2024] and expiring on [10th day of May 2029].

PROJECT DESCRIPTION

The purpose of this project is to provide Construction Engineering and Inspection (CEI) Services for the Kennedy Causeway Complete Streets Short Term Improvements Project.

GENERAL REQUIREMENTS

Herein, the Consultant provides a general discussion of services that is understood will be required for this project and presents a Schedule of Fees for such services. In addition to inspection and coordination, the Consultant will coordinate and provide all the required information to ensure contract compliance with the North Bay Village. Construction contract time established for this project is 180 calendar days from the issuance of the Notice to Proceed to Final Construction Completion. The CEI contract time will be based on 240 calendar days, which includes an additional 14 calendar days needed for pre-construction services, which includes but is not limited to preliminary coordination meetings prior to start of work, plans review, project set-up, final closeout, and certification before the construction is completed.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

The Consultant shall provide the CEI services, on a full-time basis as requested by the Village, required for contract administration and inspection for Kennedy Causeway Short Term Improvements. The Consultant shall perform the services necessary to coordinate the activities of all parties involved in completing the Project, which includes maintaining complete and accurate records of the Project; documenting all significant Project changes; assisting the Village with interpreting plans, specifications, and construction contract provisions; making recommendations to the Village to resolve disputes; and coordinating with the Village for requirement compliance.

Task 1 – Construction

1.1. **Pre-Construction Phase –**

a. Pre-Construction Inspection/Document Review: Familiarization with the Project. Construction Documents review to ensure materials comply with the Plans and Specifications.

b. Pre-Construction Meeting: Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-construction meeting for the Project in accordance with Village procedures. The Consultant shall provide appropriate staff to attend and participate in the pre-construction meeting.

1.2. **Construction Phase –** Document contractor's activities and verify quantities for payment.

a. Monitoring: Prepare and submit progress report(s), provide contract documents, review payment applications and change orders, and related documents to the Village's Project Manager. Field monitoring inspections based on an average **9 hours per week** up to substantial completion and **6 hours per week up to final completion**. Onsite inspections may vary based on actual construction activities. Maintain project documents and files up to date and current, and in accordance with the Village's requirements and final submittals. Material delivery ticket collection and submittal to the Village when EXP is on site.

b. Project Journal: Maintain a detailed electronic diary with records of the Contractor's operations, quantities, testing data, and significant events that affect the work while the inspector is on site.

c. Progress Meetings: Administer project construction progress meetings, as needed with appropriate team members in attendance. Prepare and distribute meeting agenda and minutes to attendees. Progress meetings will be scheduled as needed. Based on eight progress meetings. **(8 progress meetings x 3 hours = 24 hours)**

d. Traffic Control: Responsible for review of Work Zone traffic control plan implementation, and inspection of maintenance of traffic schemes and devices in work zones to assure they are in accordance with the Village's requirements.

e. Environmental Control Monitoring: Monitor Contractor's work and assure that the Contractor is adhering to all Stormwater pollution prevention measures associated with the project.

f. Review and Process Contractor's Applications for Payment: Receive and review draft application for payment prepared by the Contractor, reconcile any discrepancies between Engineer's estimate of progress and Contractor's application. Review draft application for payment in comparison to measured or estimated quantities. Make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete. Return a copy of the reviewed draft to the Contractor. Review revised application for payment and, if appropriate, advise the Contractor to submit the required number of copies. Forward copies to the Village's Project Manager for

processing. Based on six contractor's applications for payments. **(6 pay applications x 3 hours = 18 hours)**

g. Contract Interpretations and Modifications: Receive, log, and coordinate reviews and responses to Contractor's Requests for Information/Interpretations (RFI's) from the Engineer of Record (EOR), following the Village's approval and concurrence. **Based on twelve contractor's requests for Information/RFI's. (12 RFIs x 2 hours = 24 hours)**

h. Problem Resolution: Analyze problems that arise on a project and proposals submitted by the Contractor, prepare and submit recommendations to the Village's Project Manager, and process the necessary paperwork.

i. Administration of Changed Work: Track changes from initiation through completion. Estimate cost and time impacts and assist with negotiation of changes in contract time and cost. Prepare change orders to incorporate changes within Contract Documents. Evaluate the Project on a continual basis to determine when changes are required. Review costs presented by Contractor on Change Proposal Requests. Assist with negotiation of final pricing as required. Assemble approved Change Proposal Requests periodically into Change Orders. Include justification documents with each Change Order. Review as-built drawings to verify changes in work are reflected as applicable. Provide Change Order documents for concurrent review. Review pay requests to verify Change Order items are broken out and that payment is not made until work is complete. **Based on six Change Orders. (6 change orders x 4 hours=24 hours)**

j. Notification of Accident Damage/Injury: Document any inspections made of property damage or personal injury accidents on site and provide a written report to the Village's Project Manager.

1.3. **Closeout Phase –**

a. Substantial Completion: Receive and review Contractor's required substantial completion submittal and determine if Project is ready for substantial completion inspection. Develop substantial completion submittal checklist and perform the following activities: verify submittal of all required documents; review Contractor Record Drawings; review other substantial completion submittal documents for completeness and compliance with Contract provisions; and schedule substantial completion inspection.

b. Conduct Substantial Completion Inspection: Coordinate, conduct, and document the substantial completion inspection. Prepare and distribute the punch list format to the parties conducting the inspection. Review progress of corrective action on punch list items, periodically updates, and re-issue. Prepare and issue Certificate of Substantial Completion with a list of stated qualifications (punch list).

c. Final As-Built Record Drawing Review: Review as-built drawings to verify that the Contract Drawings are properly noted to reflect actual construction; notify

the Contractor of deficiencies noted; provide follow up to verify if corrections were made and that the as-built drawings are up-to-date.

d. Final Completion: Receive and review the Contractor's required final completion submittal. Develop final completion submittal checklist. Verify submittal of all required documents and review for completeness and compliance with Contract provisions. Notify Village Project Manager, Contractor, and other affected parties of date of final inspection. Coordinate, attend and conduct the final inspection meeting and physical walk-through of the Project.
e. Final Payment: Collect all payment documents required and forward to the Village Project Manager for processing along with the Contractor's Final Application and Certificate for Payment; finalize all project costs and determine the final adjusted amounts for construction; obtain the Contractor's signature on any required Contractor's Certification of Affidavits; process and sign Final Application for Payment; prepare transmittal letter indicating recommendation for Final Payment.

PROJECT ASSUMPTIONS

The following services are not included in the Basic Services to be performed under this Work Order:

- Surveying Services
- Engineering and/or Design Services
- Material Sampling and Testing

VILLAGE FURNISHED DOCUMENTS & DATA

- Approved Permitted Construction Plans
- Contractor's Invitation to Bid Documents
- Executed Contract between the Contractor and North Bay Village
- Contract Specifications
- Technical Special Provisions, if any
- Applicable Permits

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the AGREEMENT. The VILLAGE, as indicated in the AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Task 1.1 through 1.3 within 194 days of the written Notice to Proceed.

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	**Major Task, Sub-Task Activity, or Deliverable**	**Duration** (specify weeks or calendar days)	**Delivery** (cumulative weeks or calendar days)
1.1	Pre-Construction Phase	14 calendar days	NTP + 14 calendar days
1.2	Construction Phase	180 calendar days	NTP + 194 calendar days
1.3	Closeout Phase	60 calendar days	NTP + 254 calendar days

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a total not to exceed Eighty Eight Thousand Two Hundred Ninety Five and 00/100 dollars. The Consultant will be paid based on an hourly not to exceed. The Village shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. The fee may include an allowance for Reimbursable Expenses required in connection with the Work, in an amount not to exceed that stated in the table below. Reimbursable Expenses will be used and compensated for in accordance with the Agreement and must conform to the limitations of Florida Statutes § 112.061. The following is a summary of the method and amount of compensation to be paid for each Task or Activity as identified in Section IV above.

TERMS OF COMPENSATION

VILLAGE CONTACTS

Compensation			
Task, Sub-Task or Activity ID #	**Major Task, Sub-Task Activity, or Deliverable**	**Fee Amount**	**Fee Basis**
1.1	Pre-Construction Phase	$ 12,840.00	Hourly not to exceed
1.2	Construction Phase	$ 61,315.00	Hourly not to exceed
1.3	Closeout Phase	$ 13,550.00	Hourly not to exceed
	Subtotal – Professional Fees	$87,705.00	
	Principal's Fee	$ 590.00	
	Allowance for Reimbursable Expenses	$ 0	
	TOTAL	$ 88,295.00	

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project

Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Jean Max Lilavois *Project Manager* North Bay Village Village Hall, 3rd Floor Public Works 1666 Kennedy Causeway North Bay Village, FL 33141 (305) 756-7171 ext. 66 jlilavois@nbvillage.com	**Roger Hogg, PE** *Capital Improvements Director* North Bay Village Village Hall, 3rd Floor Public Works 1666 Kennedy Causeway North Bay Village, FL 33141 (305) 756-7171 Ext. 29 RHogg@nbvillage.com

CONSULTANT CONTACTS

Jose Santiago
EXP US Services Inc.
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134
Email: jose.santiago@exp.com
Phone: 305-216-3790

SIGNATURE PAGE
NORTH BAY VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

By: _____
Roger Hogg, P.E.
Capital Improvements Director
This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____*(Commission approval is required for work orders in excess of $15,000 for continuing services consultants)*

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

[EXP US SERVICES INC.]

_____

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

_____
Secretary

_____
[Print Name]

Exhibit A – Work Break Down Fee Schedule

Exhibit B – Location Map

Exhibit C – Project Tentative Schedule

Consultant Fee Proposal Worksheet

Consultant Name: EXP
Contract No.: 2023-005
Date: 2/4/2026
Work Order No: No. (EXP)

Project: Complete Streets Short Term Improvements
Project No.:
Description: CEI Services

		STAFF CLASSIFICATION																
	Job Classification	Construction Manager		CEI Inspector		Sr Project Engineer										Staff Hours	Salary	Average
	Assigned Staff	Argelys Espinal		Luis Sepulveda		Roxana Matamoros										By	Cost By	Rate Per
	Approved Rate	Rate:	$175.00	Rate:	$135.00	Rate:	$230.00	Rate:	rate	Rate:	rate	Rate:	rate	Rate:	rate			
	Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Task	Task	Task
1	Task 1.1- Pre-Construction Phase																	
2	Pre-Construction Inspection/Doc. Review	24	$4,200	16	$2,160	4	$920									44	$7,280	$165.45
3	Pre-Construction Meeting	8	$1,400	24	$3,240	4	$920									36	$5,560	$154.44
4	Task 1.2- Construction Phase																	
5	Progress Meetings	24	$4,200													24	$4,200	$175.00
6	Stakeholder Meetings	6	$1,050													6	$1,050	$175.00
7	Pay App Review and Approval	18	$3,150													18	$3,150	$175.00
7	RCO/Change Orders Review and Processing	24	$4,200													24	$4,200	$175.00
8	Submittal Review and Processing	16	$2,800													16	$2,800	$175.00
9	RFI Review and Processing	24	$4,200													24	$4,200	$175.00
10	Inspections			309	$41,715											309	$41,715	$135.00
11	Task 1.3- Close Out Phase																	
12	Substantial Completion/Inspection	8	$1,400	26	$3,510	4	$920									38	$5,830	$153.42
13	As-Built Review	8	$1,400			8	$1,840									16	$3,240	$202.50
14	Final Completion/ Inspection	8	$1,400	16	$2,160	4	$920									28	$4,480	$160.00
	Total Staff Hours	168		391		24										583		
	Total Staff Cost		$29,400.00		$52,785.00		$5,520.00										**$87,705.00**	**$150.44**
	Total % of Work by Position	28.8%		67.1%		4.1%												

Note: Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and entered as a separately

Estimate of Principal's Fee

2 Total hours $295.00 / hour = $ 590.00

1 - SUBTOTAL ESTIMATED FEE:	**multiplier 1.00**	**$87,705.00**
Subconsultant:		
Subconsultant:		
Subconsultant:		
Subconsultant:		
Principal's Fee		$ 590.00
2 - SUBTOTAL ESTIMATED FEE:		**$88,295.00**
Geotechnical Field/Lab Testing:		
Survey Fee (or Survey Crew Fee):		
Other Misc. Fee:		
3 - SUBTOTAL ESTIMATED FEE:		**$88,295.00**
Additional Services (Allowance)		
Reimbursables (Allowance)		
GRAND TOTAL ESTIMATED FEE:		**$88,295.00**

Notes:
1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.

Town of Miami Lakes: Revised 9/02/2021

ITEM NO. 11.M

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE GRANT OF A PERMANENT NON-EXCLUSIVE 5-FOOT EASEMENT TO THE FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRIC UTILITY FACILITIES AT THE NEW VILLAGE COMMUNITY CENTER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to execute an easement for the construction, operation, and maintenance of overhead and underground electric utility facilities for the new Village Community Center.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval to grant an easement to Florida Power & Light (FPL) for the construction, operation, and maintenance of overhead and underground electric utility facilities for the new Village Community Center.

As part of the ongoing construction designs, the architectural team from MG3 Group has recommended that the Village grant FP&L an easement for the construction, operation, and maintenance of both overhead and underground electric utility facilities that currently exist on the site. It is proposed that the Village grant a 5-foot easement along the northeast corner of the property line to accommodate these utility installations, which are essential for providing electric service to the new Village Community Center.

It is recommended that the Village Commission authorize the Village Manager to execute an easement to provide electric service for the New Community Center, subject to the Village Attorney's approval as to form and legal sufficiency.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Granting Easement to FPL for Community Center.DOCX
Exhibit A-FPL Easement-Community Center.DOCX
Exhibit A to Easement- Easement Area.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE GRANT OF A PERMANENT NON-EXCLUSIVE 5-FOOT EASEMENT TO THE FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRIC UTILITY FACILITIES AT THE NEW VILLAGE COMMUNITY CENTER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is developing a new Community Center, Sports Courts, and other improvements (the "Project") at the property located at 1851 Galleon Street (the "Property") in partnership with Project Football LLC ("PFL"); and

WHEREAS, as part of the design of the Project, the Village is coordinating with MG3 Developer Group, the architect for the Project, and Florida Power and Light Company ("FPL"); and

WHEREAS, the Village desires to grant to FPL a non-exclusive five-foot easement on the northeast corner of the Property, as reflected in the proposed easement attached hereto as Exhibit "A (the "Easement") and authorize the Village Manager to execute the Easement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Easement. That the Village Commission hereby approves the grant of the Easement to FPL in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Easement, in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Rachel Streitfeld	_____
Vice Mayor Goran Cuk	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this 17th day of February, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

Haydee S. Sera, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., 12th Floor
Coral Gables, Florida 33134

Folio Nos.: 23-3209-014-0200

GRANT OF PERMANENT NON-EXCLUSIVE EASEMENT

THIS GRANT OF PERMANENT EASEMENT ("Easement") is made on _____ _____, 2026 by **NORTH BAY VILLAGE**, a Florida municipal corporation ("Grantor"), whose mailing address is 1666 John F Kennedy Causeway, 3rd Floor, North Bay Village, Florida 33141 to and in favor of **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, together with its affiliates, licensees, agents, successors, and assigns ("Grantee"), whose mailing address is 700 Universe Boulevard, Juno Beach, Florida 33408.

RECITALS:

WHEREAS, Grantor is the owner of fee simple title to that certain parcel of land located at 1851 Galleon Street in North Bay Village, Miami-Dade County, Florida, which is identified for real property tax purposes by folio number 23-3209-014-0200; and

WHEREAS, Grantor desires to grant Grantee a non-exclusive easement in, under, over, through, across, and upon a portion of the Property as more particularly described and depicted on attached Exhibit A (the "Easement Area") for the construction, operation and maintenance of light poles, and all necessary electric utility facilities, and appurtenances (including wires, poles, guys, cables, and conduits and appurtenant equipment) thereto (collectively, the "Improvements").

NOW THEREFORE, for TEN DOLLARS ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, bargains and sells to Grantee a non-exclusive easement to construct, operate, maintain, repair, rebuild and replace the Improvements in, under, over, through, across, and upon the Easement Area; together with the right to permit Grantee to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for Grantee's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth, and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or Improvements; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

Grantor may, for its own purposes, utilize the Easement Area and retain a right of free ingress and egress in, under, over, through, across and upon the Easement Area as long as Grantor's

use of the Easement Area does not impede the Grantee's use of the Easement Area or the exercise of the Grantee's rights of use of the Easement Area. Grantor agrees not to install any improvements within the Easement Area. Grantee will not unreasonably preclude the Grantor from utilizing the Easement Area in any lawful manner that does not interfere with and is not inconsistent with the Grantee's exercise of the rights granted in this Easement.

Grantor hereby represents and warrants that it holds fee simple title to the Property and Easement Area and has the full right, power, and authority to enter into this Easement and perform its obligations and agreements hereunder and that the person or persons executing this Easement on behalf of Grantor are duly authorized to do so.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Grantor nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Easement or any other contract. The Grantor is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this Easement shall be binding on the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

This Easement shall not be released or amended without the prior written consent of the Grantee, whose consent shall be evidenced by a written document recorded in the Public Records of Miami-Dade County, Florida.

The Grantee shall record this Easement in the Public Records of Miami-Dade County, Florida, at the sole cost of the Grantee.

[Signature and acknowledgement appear on following page.]

IN WITNESS WHEREOF, Grantor has made and executed this Easement on the date first set forth above.

Signed, sealed and delivered
in the presence of:

Grantor:

NORTH BAY VILLAGE, a Florida municipal corporation

_____
(Witness Signature)
Print Name (Witness) _____

By:_____

Name: Frank Rollason

Title: Village Manager
Pursuant to Resolution No: 2025-_____

_____
(Witness Signature)
Print Name (Witness) _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this ____ day of _____, 2026, by Frank Rollason, as the Village Manager of Noth Bay Village**,** on behalf of the Village, who (check one) [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Notary Public, State of Florida
My Commission Expires: Print Name:_____
Commission Number: _____
Commission Expires: _____

EXHIBIT "A"
Easement Area

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954)689-7766 EMAIL: OFFICE@CSASURVEY.NET

PROJECT NUMBER : 10440-25

CLIENT :
MG3 DEVELOPER GROUP

LAND DESCRIPTION AND SKETCH

LAND DESCRIPTION:

A PORTION OF LOT 7, BLOCK 9 OF "PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 6, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND TEN (10) FEET WIDE, THE CENTERLINE OF WHICH BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7;

THENCE SOUTH 88°41'24" WEST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 33.05 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE SOUTH 01°18'36" EAST, A DISTANCE OF 14.00 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDE LINES OF THESE EASEMENTS ARE TO BE SHORTENED OR LENGTHENED, SO AS TO INTERSECT THE RELEVANT LOT, BLOCK, TRACT, BUILDING OR EASEMENT LINES.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI/DADE COUNTY, FLORIDA.

NOTES:
1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF "PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND", P.B. 57, PG. 6, M/D.C.R. SAID LINE BEARS N88°41'24"E.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN FEBRUARY, 2026. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: Richard E. Cousins

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	02/04/26	----	AM	REC

LAND DESCRIPTION & SKETCH FOR 10' FPL EASEMENT

ADDRESS:
1851 GALLEON STREET

SCALE: N/A

SHEET 1 OF 2

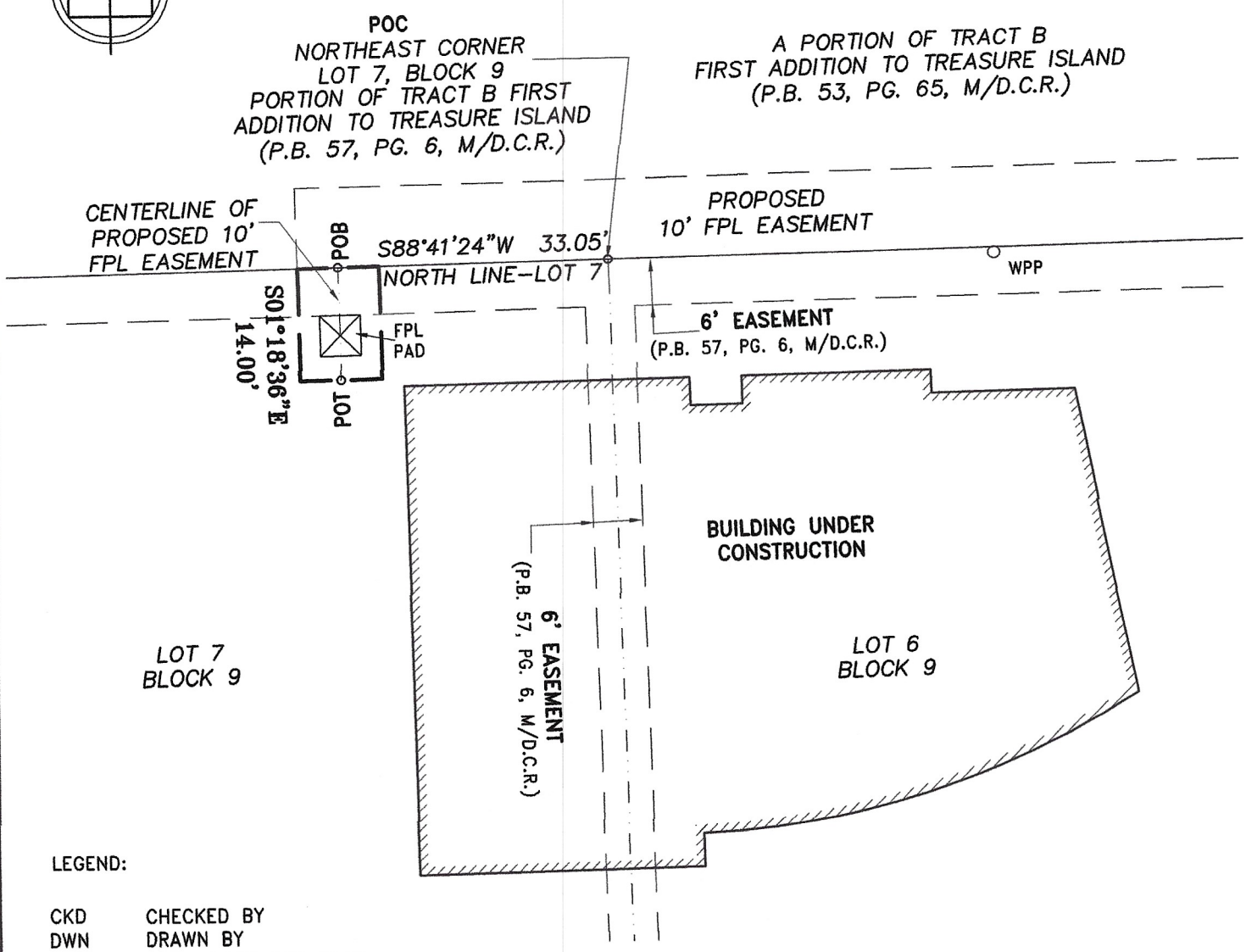
COUSINS SURVEYORS & ASSOCIATES, INC.

3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954)689-7766 EMAIL: OFFICE@CSASURVEY.NET

PROJECT NUMBER : 10440-25

CLIENT :
MG3 DEVELOPER GROUP

LAND DESCRIPTION AND SKETCH



LEGEND:

CKD	CHECKED BY
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POT	POINT OF TERMINATION
P.B.	PLAT BOOK
M/D.C.R.	MIAMI/DADE COUNTY RECORDS

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	02/04/26	----	AM	REC

LAND DESCRIPTION & SKETCH FOR 10' FPL EASEMENT

ADDRESS:
1851 GALLEON STREET

SCALE: 1" = 20'

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Discussion and Direction on the Village's Solid Waste Services

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Village Manager Frank Rollason and Public Works Director Steven Buckland will present an overview of the Village's current solid waste services and potential future privatization options.

Enclosed for your review is a fiscal analysis and billing comparison based on the Coral Gables Contract.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be Determine

PERSONNEL IMPACT

None

ATTACHMENTS

Sanitation Accounts For Multifamily & Commercial.pdf
Sanitation Feasibility Analysis.pdf
Village Current billing.pdf
Billing Breakdown Based on CG Contract.pdf

Commercial and Multi-family Accounts Service Levels

Account Number	Service Address	Account Class	# of Units	# of days serviced per week	4 yd	2 yd	1 yd	3 yd comp	2 yd comp	Totes	Notes
10-0609-01	7904 WEST DR	Commercial	N/A	6		3	1				billing corrections needed
10-0508-01	1345 KENNEDY CSWY	Commercial	N/A	3	1						
05-0370-03	1819 KENNEDY CSWY H1	Commercial	N/A	7	3						billing corrections needed
05-0378-01	1665 KENNEDY CSWY B1	Commercial	N/A	6	2						billing corrections needed
05-0302-01	1666 KENNEDY CSWY	Commercial	N/A	3	1		1				billing corrections needed
05-0303-03	1666 KENNEDY CSWY-OGGI	Commercial	N/A	3	1						billing corrections needed
05-0304-01	7800 HISPANOLA AVE	Commercial	N/A	3		1					
05-0357-01	7601 E TR DR-SANIT/SWTR	Commercial	N/A								billing corrections needed
05-0299-05	1624 KENNEDY CSWY	Commercial	N/A	3	1						billing corrections needed
05-0327-03	1700 CU-1 KENNEDY CSWY	Commercial	N/A	6	1	4					billing corrections needed
05-0298-01	1600 KENNEDY CSWY	Commercial	N/A	6		2					billing corrections needed
05-0296-01	1550 KENNEDY CSWY 1	Commercial	N/A	3	1						billing corrections needed
05-0307-01	1735 N TREASURE Dr	Commercial	N/A	6	2						
05-0294-01	1524 KENNEDY CSWY	Commercial	N/A	3		2					billing corrections needed
05-0297-03	1580 KENNEDY CSWY	Commercial	N/A	3		1					billing corrections needed
05-0293-01	1508 KENNEDY CSWY	Commercial	N/A	3	1						
05-0292-02	1440 KENNEDY CSWY	Commercial	N/A	3	1						billing corrections needed
05-0385-01	1401-15 KENNEDY CSWY TV1	Commercial	N/A	3	1	2					billing corrections needed
10-0569-01	7914 HARBOR DR C WES M#05	Multi-family	414	4	2	1	4		6		billing corrections needed
10-0554-02	7926 EAST DR	Multi-family	8	3						5 62g	
10-0518-01	7927 EAST DR 1	Multi-family	20	3						6 96g	
10-0519-01	7931 EAST DR	Multi-family	24	3						7 96g	
10-0578-02	7921 WEST DR	Multi-family	8	3							shared container
10-0573-02	7917 WEST DR EST1	Multi-family	30	3	1						shared container
10-0555-01	7924 EAST DR	Multi-family	19	3		1					
10-0527-01	7945 EAST DR	Multi-family	23	3						6 96g	
10-0608-01	7904 WEST DR	Multi-family	168	6		3	1				billing corrections needed
10-0513-01	7915 EAST DR	Multi-family	42	3		2					
10-0558-01	7920 EAST DR	Multi-family	24	3		2					
10-0582-01	7927-29 WEST DR 1	Multi-family	35	3					2		
10-0588-01	7939 WEST DR	Multi-family	12	3						3 64g	
10-0520-01	7935-37 E DR-1	Multi-family	35	3		1				1	
10-0541-01	7930 E DR (3")-1	Multi-family	60	3					2		
10-0539-01	7930 E DR (3")-2	Multi-family	60	2					2		
10-0607-01	7910 WEST DR	Multi-family	44	3	1	1					
10-0512-01	7911 EAST DR HCA2	Multi-family	8	3		1					shared container
10-0511-01	7909 EAST DR	Multi-family	22	3							shared container
10-0600-01	7928 -7930 WEST DR # ICC1	Multi-family	88	5	1	1					billing corrections needed
10-0587-02	7937 WEST DR	Multi-family	6	3						4 64g	
10-0514-01	7921 EAST DR	Multi-family	20	3						4 64g	
10-0585-01	7933 WEST DR	Multi-family	40	3	1						
10-0590-03	8000 WEST DR	Multi-family	285	4					8		billing corrections needed
10-0525-02	7939 EAST DR	Multi-family	15	3		1					
10-0526-01	7941 EAST DR	Multi-family	4	3						2 64g	
10-0509-01	7905 EAST DR ROYAL 1	Multi-family	45	3	1	1					
10-0598-01	7934 WEST DR 1	Multi-family	54	3		1		2			
10-0579-01	7925 WEST DR	Multi-family	24	3		2					
10-0586-01	7935 WEST DR	Multi-family	8	3						2 64g	
02-0096-01	1801 GALLEON ST	Multi-family	1	2						1 96g	
02-0093-02	1805 GALLEON ST	Multi-family	1	2						1 96g	
02-0092-01	1807 GALLEON ST	Multi-family	1	2						1 96g	
02-0089-01	1809 GALLEON ST	Multi-family	1	2						1 96g	
02-0088-01	1811 GALLEON ST	Multi-family	1	2						1 96g	
02-0083-01	1815 GALLEON ST	Multi-family	1	2						1 96g	

Commercial and Multi-family Accounts Service Levels

Account Number	Service Address	Account Class	# of Units	# of days serviced per week	4 yd	2 yd	1 yd	3 yd comp	2 yd comp	Totes	Notes
02-0094-02	1803 GALLEON ST	Multi-family	1	2						1 96g	
02-0085-01	1813 GALLEON ST	Multi-family	1	2						1 96g	
01-0055-01	1830 S TREASURE DR	Multi-family	20	2						10 64g	
01-0051-01	1790 S TREASURE DR	Multi-family	12	3			1				
05-0380-01	1625 KENNEDY CSWY BT1	Multi-family	75	3			1			2 96g	
05-0346-03	7525 E TREASURE DR (1)NTH	Multi-family	160	6	2						billing corrections needed
03-0199-01	1555 N TREASURE DR C1	Multi-family	60	5	1						billing corrections needed
03-0198-01	1575 N TREASURE DR TH3	Multi-family	6	3		1					
05-0361-01	1881 KENNEDY CSWY	Multi-family	118	3					2		
05-0348-01	7545 E TREASURE DR # 1	Multi-family	103	6		1					billing corrections needed
01-0054-01	1820 S TREASURE DR	Multi-family	22	3		1					
05-0310-01	1701 N TREASURE DR	Multi-family	7	3							shared container
05-0314-01	7801 HISPANOLA AVE NTT2	Multi-family	7	3		1					shared container
02-0067-01	7504 E TREASURE bldg 3	Multi-family	1	2						1 96g	
02-0079-02	1890 GALLEON ST bldg 2	Multi-family	1	2						1 96g	
02-0065-01	7508 E TREASURE bldg 3	Multi-family	1	2						1 96g	
02-0070-03	1891 S TREASURE DR bldg 3	Multi-family	1	2						1 90g	
02-0075-04	1884 GALLEON ST bldg 1	Multi-family	1	2						1 90g	
02-0062-03	1881 S TREASURE Dr	Multi-family	1	2						1 90g	
02-0076-02	7516 E TREASURE bldg 3	Multi-family	1	2						1 90g	
02-0078-01	7524 E TREASURE bldg 2	Multi-family	1	2						1 96g	
02-0077-01	7520 E TREASURE bldg 2	Multi-family	1	2						2 96g	this account is for two units, needs to be billed double of the other unit put on a separate account
02-0068-02	7500 E TREASURE bldg 3	Multi-family	1	2						1 96g	
02-0072-05	1872 GALLEON ST bldg 1	Multi-family	1	2						1 96g	
02-0074-01	1880 GALLEON ST bldg1	Multi-family	1	2						1 96g	
02-0073-01	1876 GALLEON ST bldg1	Multi-family	1	2						1 96g	
02-0061-06	1877 S TREASURE DR bldg 4	Multi-family	1	2						1 96g	
02-0060-02	1873 S TREASURE DR bldg 4	Multi-family	1	2						1 96g	
05-0353-01	7601 E TREASURE # CU-14	Multi-family	513	6		1		6			billing corrections needed
04-0246-01	1455 N TREASURE DR 1	Multi-family	133	6	1	1					billing corrections needed
05-0366-01	1865 KENNEDY CSWY KH1	Multi-family	230	4		1				2	billing corrections needed
05-0325-01	7901 HISPANOLA AVE	Multi-family	164	6							billing corrections needed
01-0052-01	1801 S TREASURE DR	Multi-family	147	6	2						billing corrections needed
05-0329-01	1770-180 KENNEDY CSWY	Multi-family	152	3		4					
01-0056-03	1850 S TREASURE DR	Multi-family	10	2						10 64g	
01-0050-02	1750 S TREASURE DR	Multi-family	9	2						6 96g	
01-0057-01	1880 S TREASURE DR	Multi-family	50	6		2					billing corrections needed
02-0080-01	7501 E TREASURE DR (1)STH	Multi-family	160	6		3					billing corrections needed
01-0058-02	1900 S TREASURE DR(1)	Multi-family	178	7	2						billing corrections needed
01-0053-01	1800 S TREASURE DR	Multi-family	10	2						6 30g	
05-0377-04	1681 KENNEDY CSWY	Commercial	N/A								vacant
05-0301-04	1630 KENNEDY CSWY	Commercial	N/A								vacant
05-0382-03	1601 KENNEDY CSWY	Commercial	N/A								vacant
10-0534-02	7946 EAST DR MIC1	Multi-family	36								new bldg. under construction
10-0612-00	8000 EAST Dr	Multi-family	15								new bldg. under construction
10-0612-00	8000 EAST Dr	Multi-family	15								new bldg. under construction
10-0612-00	8000 EAST Dr	Multi-family	15								new bldg. under construction

Sanitation Services Cost Savings Feasibility Analysis

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total All Years
Personnel						
Regular salaries (2 drivers and 2 laborers)	$ 231,974.00	$ 241,252.96	$ 250,903.08	$ 260,939.20	$ 271,376.77	$ 1,256,446.01
Overtime	$ 47,993.00	$ 49,912.72	$ 51,909.23	$ 53,985.60	$ 56,145.02	$ 259,945.57
Supervision and Administration	$ 55,000.00	$ 57,200.00	$ 59,488.00	$ 61,867.52	$ 64,342.22	$ 297,897.74
Benefits burden	$ 201,094.00	$ 209,137.76	$ 217,503.27	$ 226,203.40	$ 235,251.54	$ 1,089,189.97
Sanitation Trucks/Maint. & Fees						
Garbage Truck Lease	$ 204,000.00	$ 224,400.00	$ 246,840.00	$ 271,524.00	$ 298,676.40	$ 1,245,440.40
Fuel	$ 156,000.00	$ 171,600.00	$ 188,760.00	$ 207,636.00	$ 228,399.60	$ 952,395.60
Quarterly R&M	$ 8,000.00	$ 8,800.00	$ 9,680.00	$ 10,648.00	$ 11,712.80	$ 48,840.80
Miscellaneous Repairs	$ 50,000.00	$ 55,000.00	$ 60,500.00	$ 66,550.00	$ 73,205.00	$ 305,255.00
Miscellaneous Supplies	$ 10,000.00	$ 11,000.00	$ 12,100.00	$ 13,310.00	$ 14,641.00	$ 61,051.00
Tipping Fees	$ 416,000.00	$ 457,600.00	$ 503,360.00	$ 553,696.00	$ 609,065.60	$ 2,539,721.60
Parking Fees	$ 25,000.00	$ 27,500.00	$ 30,250.00	$ 33,275.00	$ 36,602.50	$ 152,627.50
Risk						
Truck Insurance	$ 25,000.00	$ 26,000.00	$ 27,040.00	$ 28,121.60	$ 29,246.46	$ 135,408.06
Annual Operational Cost if City Operated	**$ 1,430,061.00**	**$ 1,539,403.44**	**$ 1,658,333.58**	**$ 1,787,756.32**	**$ 1,928,664.91**	**$ 8,344,219.25**
Annual Operational Cost if Contracted	**$ 1,343,380.24**	**$ 1,397,115.45**	**$ 1,453,000.07**	**$ 1,511,120.07**	**$ 1,571,564.87**	**$ 7,276,180.70**
Annual Savings if Contracted	**$ 86,680.76**	**$ 142,287.99**	**$ 205,333.51**	**$ 276,636.25**	**$ 357,100.04**	**$ 1,068,038.55**

Annual Customer Billing Per Current Rates	**$ 1,979,692.92**
Annual Customer Billing If Contracted	**$ 1,722,282.36**
Annual Customer Savings	**$ 257,410.56**

Billing Amounts Based on Current Service Levels

comm. 7 day	4 yd	2 yd	1 yd	
Qty	3			
Rate	$ 1,756.13	$ 1,205.15	$ 690.01	
Billing Amount	$ 5,268.39	$ -	$ -	$ 5,268.39
comm. 6 day	4 yd	2 yd	1 yd	
Qty	5	9	1	
Rate	$ 1,254.38	$ 804.22	$ 494.71	
Billing Amount	$ 6,271.90	$ 7,237.98	$ 494.71	$ 14,004.59
comm. 3 day	4 yd	2 yd	1 yd	
Qty	8	6	1	
Rate	$ 710.42	$ 454.87	$ 293.07	
Billing Amount	$ 5,683.36	$ 2,729.22	$ 293.07	$ 8,705.65
				$ 27,978.63

single fam	
Qty	394
Rate	$ 45.84
Billing Amount	$ 18,060.96

multi fam	
Qty	4014
Rate	$ 29.63
Billing Amount	$ 118,934.82

	Monthly	Annual
total billing	$ 164,974.41	$ 1,979,692.92

Billing Breakdown Based on Coral Gables Contract

Account Number	Service Address	Account Class	# of Units	Rate Code	# of days serviced per week	4 yd	2 yd	1 yd	3 yd comp	2 yd comp	Totes	
02-0070-03	1891 S TREASURE DR bldg 3	Multi-family	1	TM	2						1	
02-0075-04	1884 GALLEON ST bldg 1	Multi-family	1	TM	2						1	
02-0062-03	1881 S TREASURE Dr	Multi-family	1	TM	2						1	
02-0076-02	7516 E TREASURE bldg 3	Multi-family	1	TM	2						1	
02-0096-01	1801 GALLEON ST	Multi-family	1	TM	2						1	
02-0093-02	1805 GALLEON ST	Multi-family	1	TM	2						1	
02-0092-01	1807 GALLEON ST	Multi-family	1	TM	2						1	
02-0089-01	1809 GALLEON ST	Multi-family	1	TM	2						1	
02-0088-01	1811 GALLEON ST	Multi-family	1	TM	2						1	
02-0083-01	1815 GALLEON ST	Multi-family	1	TM	2						1	
02-0094-02	1803 GALLEON ST	Multi-family	1	TM	2						1	
02-0085-01	1813 GALLEON ST	Multi-family	1	TM	2						1	
02-0067-01	7504 E TREASURE bldg 3	Multi-family	1	TM	2						1	
02-0079-02	1890 GALLEON ST bldg 2	Multi-family	1	TM	2						1	
02-0065-01	7508 E TREASURE bldg 3	Multi-family	1	TM	2						1	
02-0078-01	7524 E TREASURE bldg 2	Multi-family	1	TM	2						1	
02-0068-02	7500 E TREASURE bldg 3	Multi-family	1	TM	2						1	
02-0072-05	1872 GALLEON ST bldg 1	Multi-family	1	TM	2						1	
02-0074-01	1880 GALLEON ST bldg1	Multi-family	1	TM	2						1	
02-0073-01	1876 GALLEON ST bldg1	Multi-family	1	TM	2						1	
02-0061-06	1877 S TREASURE DR bldg 4	Multi-family	1	TM	2						1	
02-0060-02	1873 S TREASURE DR bldg 4	Multi-family	1	TM	2						1	
01-0055-01	1830 S TREASURE DR	Multi-family	20	TM	2						10	
01-0056-03	1850 S TREASURE DR	Multi-family	10	TM	2						10	
02-0077-01	7520 E TREASURE bldg 2	Multi-family	1	TM	2						2	
01-0053-01	1800 S TREASURE DR	Multi-family	10	TM	2						6	
01-0050-02	1750 S TREASURE DR	Multi-family	9	TM	2						6	
10-0539-01	7930 E DR (3")-2	Multi-family	60	TM	2					2		

Total QTY	0	0	0	0	2	56	
Rate	$ 598.71	$ 350.65	$ 197.11		$ 1,125.97	$ 49.47	
Billing Amount	$ -	$ -	$ -	$ -	$ 2,251.94	$ 2,770.32	$ 5,022.26
Franchise Fee	$ -	$ -	$ -	$ -	$ 495.43	$ 609.47	$ 1,104.90
To Contractor	$ -	$ -	$ -	$ -	$ 1,756.51	$ 2,160.85	$ 3,917.36

Account Number	Service Address	Account Class	# of Units	Rate Code	# of days serviced per week	4 yd	2 yd	1 yd	3 yd comp	2 yd comp	Totes	
10-0508-01	1345 KENNEDY CSWY	Commercial	N/A	4CY	3	1						
05-0302-01	1666 KENNEDY CSWY	Commercial	N/A	4CY	3	1		1				
05-0303-03	1666 KENNEDY CSWY-OGGI	Commercial	N/A	4CY	3	1						
05-0304-01	7800 HISPANOLA AVE	Commercial	N/A	2CY	3		1					
05-0299-05	1624 KENNEDY CSWY	Commercial	N/A	1CY	3	1						
05-0296-01	1550 KENNEDY CSWY 1	Commercial	N/A	4CY	3	1						
05-0294-01	1524 KENNEDY CSWY	Commercial	N/A	2CY	3		2					
05-0297-03	1580 KENNEDY CSWY	Commercial	N/A	2CY	3		1					
05-0293-01	1508 KENNEDY CSWY	Commercial	N/A	4CY	3	1						
05-0292-02	1440 KENNEDY CSWY	Commercial	N/A	4CY	3	1						
05-0385-01	1401-15 KENNEDY CSWY TV1	Commercial	N/A	2CY	3	1	2					
10-0554-02	7926 EAST DR	Multi-family	8	TM	3						5	
10-0518-01	7927 EAST DR 1	Multi-family	20	TM	3						6	
10-0519-01	7931 EAST DR	Multi-family	24	TM	3						7	
10-0578-02	7921 WEST DR	Multi-family	8	TM	3							
10-0573-02	7917 WEST DR EST1	Multi-family	30	TM	3	1						
10-0555-01	7924 EAST DR	Multi-family	19	TM	3		1					
10-0527-01	7945 EAST DR	Multi-family	23	TM	3						6	
10-0513-01	7915 EAST DR	Multi-family	42	TM	3		2					
10-0558-01	7920 EAST DR	Multi-family	24	TM	3		2					
10-0582-01	7927-29 WEST DR 1	Multi-family	35	TM	3					2		
10-0588-01	7939 WEST DR	Multi-family	12	TM	3						3	
10-0520-01	7935-37 E DR-1	Multi-family	35	TM	3		1				1	
10-0541-01	7930 E DR (3")-1	Multi-family	60	TM	3					2		
10-0607-01	7910 WEST DR	Multi-family	44	TM	3	1	1					
10-0512-01	7911 EAST DR HCA2	Multi-family	8	TM	3		1					
10-0511-01	7909 EAST DR	Multi-family	22	TM	3							
10-0587-02	7937 WEST DR	Multi-family	6	TM	3						4	

Billing Breakdown Based on Coral Gables Contract

10-0514-01	7921 EAST DR	Multi-family	20	TM	3						4	
10-0585-01	7933 WEST DR	Multi-family	40	TM	3	1						
10-0525-02	7939 EAST DR	Multi-family	15	TM	3		1					
10-0526-01	7941 EAST DR	Multi-family	4	TM	3						2	
10-0509-01	7905 EAST DR ROYAL 1	Multi-family	45	TM	3	1	1					
10-0598-01	7934 WEST DR 1	Multi-family	54	TM	3							
10-0579-01	7925 WEST DR	Multi-family	24	TM	3		2					
10-0586-01	7935 WEST DR	Multi-family	8	TM	3						2	
01-0051-01	1790 S TREASURE DR	Multi-family	12	TM	3			1				
05-0380-01	1625 KENNEDY CSWY BT1	Multi-family	75	TM	3			1			2	
03-0198-01	1575 N TREASURE DR TH3	Multi-family	6	TM	3		1					
05-0361-01	1881 KENNEDY CSWY	Multi-family	118	TM	3					2		
01-0054-01	1820 S TREASURE DR	Multi-family	22	TM	3		1					
05-0310-01	1701 N TREASURE DR	Multi-family	7	TM	3							
05-0314-01	7801 HISPANOLA AVE NTT2	Multi-family	7	TM	3		1					
05-0329-01	1770-180 KENNEDY CSWY	Multi-family	152	TM	3		4					

Total QTY	12	26	3	2	6	42	
Rate	$ 862.15	$ 511.02	$ 292.06	$ 1,125.97	$ 1,125.97	$ 49.47	
Billing Amount	$ 10,345.80	$ 13,286.52	$ 876.18	$ 2,251.94	$ 6,755.82	$ 2,077.74	$ 35,594.00
Franchise Fee	$ 2,276.08	$ 2,923.03	$ 192.76	$ 495.43	$ 1,486.28	$ 457.10	$ 7,830.68
To Contractor	$ 8,069.72	$ 10,363.49	$ 683.42	$ 1,756.51	$ 5,269.54	$ 1,620.64	$ 27,763.32

Account Number	Service Address	Account Class	# of Units	Rate Code	# of days serviced per week	4 yd	2 yd	1 yd	3 yd comp	2 yd comp	Totes	
10-0569-01	7914 HARBOR DR C WES M#05	Multi-family	414	TM	4	2	1	4		6		
10-0590-03	8000 WEST DR	Multi-family	285	TM	4					8		
05-0366-01	1865 KENNEDY CSWY KH1	Multi-family	230	TM	4		1				2	

Total QTY	2	2	4	0	14	2	
Rate	$ 1,135.25	$ 600.30	$ 352.34	$ 1,501.30	$ 1,501.30	$ 49.47	
Billing Amount	$ 2,270.50	$ 1,200.60	$ 1,409.36	$ -	$ 21,018.20	$ 98.94	$ 25,997.60
Franchise Fee	$ 499.51	$ 264.13	$ 310.06	$ -	$ 4,624.00	$ 21.77	$ 5,719.47
To Contractor	$ 1,770.99	$ 936.47	$ 1,099.30	$ -	$ 16,394.20	$ 77.17	$ 20,278.13

Account Number	Service Address	Account Class	# of Units	Rate Code	# of days serviced per week	4 yd	2 yd	1 yd	3 yd comp	2 yd comp	Totes	
10-0600-01	7928 -7930 WEST DR # ICC1	Multi-family	88	TM	5	1	1					
03-0199-01	1555 N TREASURE DR C1	Multi-family	60	TM	5	1						

Total QTY	2	1	0	0	0	0	
Rate	$ 1,403.47	$ 736.82	$ 414.61	$ 1,501.30	$ 1,501.30	$ 49.47	
Billing Amount	$ 2,806.94	$ 736.82	$ -	$ -	$ -	$ -	$ 3,543.76
Franchise Fee	$ 617.53	$ 162.10	$ -	$ -	$ -	$ -	$ 779.63
To Contractor	$ 2,189.41	$ 574.72	$ -	$ -	$ -	$ -	$ 2,764.13

Account Number	Service Address	Account Class	# of Units	Rate Code	# of days serviced per week	4 yd	2 yd	1 yd	3 yd comp	2 yd comp	Totes	
10-0609-01	7904 WEST DR	Commercial	N/A	1CY	6		3	1				
05-0378-01	1665 KENNEDY CSWY B1	Commercial	N/A	4CY	6	2						
05-0327-03	1700 CU-1 KENNEDY CSWY	Commercial	N/A	1CY	6	1	4					
05-0298-01	1600 KENNEDY CSWY	Commercial	N/A	4CY	6		2					
05-0307-01	1735 N TREASURE Dr	Commercial	N/A	4CY	6	2						
10-0608-01	7904 WEST DR	Multi-family	168	TM	6		3	1				
05-0346-03	7525 E TREASURE DR (1)NTH	Multi-family	160	TM	6	2						
05-0348-01	7545 E TREASURE DR # 1	Multi-family	103	TM	6		1					
05-0353-01	7601 E TREASURE # CU-14	Multi-family	513	TM	6		1		6			
04-0246-01	1455 N TREASURE DR 1	Multi-family	133	TM	6	1	1					
05-0325-01	7901 HISPANOLA AVE	Multi-family	164	TM	6							
01-0052-01	1801 S TREASURE DR	Multi-family	147	TM	6	2						
01-0057-01	1880 S TREASURE DR	Multi-family	50	TM	6		2					
02-0080-01	7501 E TREASURE DR (1)STH	Multi-family	160	TM	6		3					

Total QTY	10	20	2	6	0	0	
Rate	$ 1,670.21	$ 865.37	$ 514.74	$ 1,501.30	$ 1,501.30	$ 49.47	
Billing Amount	$ 16,702.10	$ 17,307.40	$ 1,029.48	$ 9,007.80	$ -	$ -	$ 44,046.78

Billing Breakdown Based on Coral Gables Contract

Franchise Fee	$ 3,674.46	$ 3,807.63	$ 226.49	$ 1,981.72	$ -	$ -	$ 9,690.29
To Contractor	$ 13,027.64	$ 13,499.77	$ 802.99	$ 7,026.08	$ -	$ -	$ 34,356.49

Account Number	Service Address	Account Class	# of Units	Rate Code	# of days serviced per week	4 yd	2 yd	1 yd	3 yd comp	2 yd comp	Totes	
05-0370-03	1819 KENNEDY CSWY H1	Commercial	N/A	4CY	7	3						
01-0058-02	1900 S TREASURE DR(1)	Multi-family	178	TM	7	2						

Total QTY	5	0	0	0	0	0	
Rate	$ 1,965.59	$ 1,009.88	$ 562.31	$ 1,501.30	$ 1,501.30	$ 49.47	
Billing Amount	$ 9,827.95	$ -	$ -	$ -	$ -	$ -	$ 9,827.95
Franchise Fee	$ 2,162.15	$ -	$ -	$ -	$ -	$ -	$ 2,162.15
To Contractor	$ 7,665.80	$ -	$ -	$ -	$ -	$ -	$ 7,665.80

single family	Total QTY	394
	Rate	$ 49.47
	Billing Amount	$ 19,491.18
	Franchise Fee	$ 4,288.06
	To Contractor	$ 15,203.12

All accounts combined		
	monthly	annual
Billing Amount	$ 143,523.53	$ 1,722,282.36
Franchise Fee	$ 31,575.18	$ 378,902.12
To Contractor	$ 111,948.35	$ 1,343,380.24

Billing Comparison		
	CG CONTRACT	CITY ANNUAL
Single Family	$ 233,894.16	$ 216,731.52
Commercial	$ 387,498.36	$ 335,743.56
Muti-family	$ 1,100,889.84	$ 1,427,217.84
All In	$ 1,722,282.36	$ 1,979,692.92

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Discussion and Direction on the Community Center Groundbreaking Proposal and Committee

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

During the January 20, 2026 Regular Commission Meeting, the Village Commission requested that a standing agenda item be included on future agendas regarding the Community Center Groundbreaking Event.

The following residents submitted advisory board applications for the Ad Hoc Brent Walter Latham Community Center Grand Opening Committee:

* Brent Latham
* Cesar Aguado
* Indira Shakti
* Jorge Rollet
* Kevin Colin
* Linda Givens
* Lorena Gutirrez
* Maria Areco
* Maruja Gil
* Michael Betancur
* Vinita Chakravarty

Community Engagement Director Lili Torres has prepared a comprehensive action plan for the proposed event. Commission feedback is requested to allow for revisions and refinements as needed.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ATTACHMENTS
NBV Community Center Grand Opening Proposal.pdf
Cover Letter of Applicants CCGOC.pdf

EVENT PROPOSAL

North Bay Village Community Center

Grand Opening & Ribbon Cutting Ceremony

Date:	TBD
Time:	TBD
Duration:	3 Hours
Location:	North Bay Village Community Center & Galleon Street (Closed)

EVENT OVERVIEW

This grand opening celebration will mark a significant milestone for North Bay Village, showcasing the community center as a space built by the community, for the community. By combining formal proceedings with festive celebration and interactive engagement, we will create an event that honors the past, celebrates the present, and invites residents to shape the future of this vital community resource.

An elevated block party atmosphere will ensure accessibility and inclusivity while maintaining the dignity appropriate for this important civic occasion. Through thoughtful planning, community involvement, and joyful celebration, this ribbon cutting event will set the tone for the community center as a vibrant hub of activity, connection, and growth for years to come.

Event Concept

An elevated community block party featuring formal program elements, interactive community engagement, family-friendly activities, and celebratory ambiance. The event emphasizes community ownership and participation in shaping the center's future programs.

VENUE LAYOUT & SETUP

Galleon Street (Main Event Space - Street Closure)

- Main Stage: Professional stage setup for speakers, ribbon cutting ceremony, and dedication plaque unveiling
- Advisory Board Tables: Dedicated table stations for each village advisory board to engage with residents
- Interactive Vision Wall: Large blank wall with sticky note station for community input on desired activities, sports, and recreation programs
- Kids Zone: Bounce house and chalk art area for children to create street mural artwork
- Food & Beverage Stations: Elevated block party catering setup (see Food & Beverage section)
- Tree Planting Station: Designated area for commemorative tree planting ceremony
- Festive Decor: Banners, table decorations

Inside Community Center

- Guided Tours: Departing every 20 minutes (maximum 30 people per tour)
- Recognition Displays: Easels positioned throughout facility featuring photos and biographies of commissioners, village manager, and key staff who contributed to the project

- Wayfinding Signage: Clear directional signs for tour routes and facility amenities

RUN OF SHOW (Stage Program)

Note: Tours begin after stage program concludes

TIME	PROGRAM ELEMENT
TBD	**Welcome & Opening Remarks**
TBD	**Remarks from Mayor Rachel Strietfeld** Vision for community center and its impact on North Bay Village
TBD	**Remarks from Mayor Emeritus Brent Latham** Historical context and community journey to this moment
TBD	**Remarks from School Board Member/Principal of TIES?** Educational and youth program opportunities
TBD	**Remarks from Joe Geller** Regional partnership and community building perspective
TBD	**Dedication Plaque Unveiling** Formal unveiling of commemorative plaque
TBD	**Ribbon Cutting Ceremony** Official ribbon cutting with all commissioners, village manager, and kids from recreational soccer program
TBD	**Commemorative Tree Planting** Plant tree to symbolize growth and longevity of community center. Brief remarks about roots and community growth.
TBD	**Closing & Transition to Tours** Invite guests to enjoy food, explore interactive stations, and join facility tours

FACILITY TOURS

Tour Schedule

- Beginning after official program
- Table for sign up slots

Tour Highlights

- Multi-purpose activity spaces and locker rooms
- Pickleball and padel courts
- Meeting rooms and community gathering spaces
- Recognition displays featuring commissioners, village manager, and staff biographies
- State-of-the-art amenities and accessibility features

Tour Staff Requirements

- Trained tour guides (village staff or volunteers)
- Registration staff for tour sign-ups
- Crowd management volunteers to ensure smooth flow

- Guided mic tour with ear buds

INTERACTIVE COMMUNITY ENGAGEMENT

Vision Wall: 'What Do You Want to See Here?'

Large blank wall installation where community members can post sticky notes with ideas for programs, activities, sports, and recreation they want to see at the community center.

Setup Requirements

- Large white board or paper-covered wall (minimum 8ft x 10ft)
- Multiple colors of large sticky notes
- Markers in various colors
- Sign with clear instructions and prompt categories: Sports, Recreation, Fitness, Classes, Events, Youth Programs, Senior Programs, Other
- Staff member to facilitate and encourage participation

Advisory Board Engagement Tables

Each village advisory board will have a dedicated table to interact with residents, answer questions, and gather feedback.

Table Requirements (Per Board)

- 6ft table with tablecloth in village colors
- Chairs for board members
- Signage identifying the advisory board
- Informational materials about board mission and activities
- Feedback forms or sign-up sheets if applicable

FOOD & BEVERAGE: ELEVATED BLOCK PARTY CONCEPT

The food should feel approachable —Shareable, easy-to-eat items that encourage mingling while maintaining an upscale feel.

Recommended Food Stations

Burgers & Sides

- Fries
- Hot dogs
- Chicken Tenders
- Burgers

Dessert Station

- Mini churros with chocolate dipping sauce
- Fruit popsicles (mango, strawberry, coconut)
- Ice Cream

Beverage Options

- Fresh-squeezed lemonade
- Coffee and iced coffee station
- Water stations throughout venue

MEDIA & DOCUMENTATION

Press & Media Coverage

- Will send press release to media contacts

Photography Coverage

- Professional photographer to capture high-quality images throughout event
- Focus areas: ribbon cutting ceremony, dedication plaque unveiling, speaker moments, tree planting, crowd engagement, interactive activities, facility tours, candid community moments

Videography Coverage

- Professional videographer to film complete event
- Full ceremony recording
- B-roll footage of facility, crowd, activities, and interactions
- Deliverables: 2-3 minute recap video

Content Creator / Social Media Coverage

- Dedicated social media content creator to capture real-time content
- Live social media posting throughout event (Instagram Stories, Facebook Live)
- Behind-the-scenes content and community testimonials
- Short-form video clips for reels

Additional Content Ideas

- Time-lapse of event setup
- Time-lapse of community center being built
- Interviews with attendees about what they're most excited to see at the community center
- Close-up shots of vision wall sticky notes
- Kids' reactions in the bounce house and chalk art area
- Drone footage of full event

LOGISTICS & OPERATIONS

Galleon Street Closure

Parking & Transportation

- Shuttle service if needed from Grove by the Bay
- Accessible parking clearly marked
- Encourage carpooling and walking for local residents

Safety & Security

- NBVPD presence for crowd control and security

Audio/Visual Equipment

- Professional sound system with wireless microphones for speakers
- Podium with village seal
- Background music system for pre/post program atmosphere

Restroom Facilities

- Utilize community center restrooms
- Portable restrooms if expected attendance exceeds facility capacity

AD HOC BRENT WALTER LATHAM COMMUNITY CENTER GRAND OPENING COMMITTEE (CCGOC)

NUMBER OF MEMBERS CHOSEN BY THE VILLAGE COMMISSION

The purpose of the **Ad Hoc Brent Walter Latham Community Center Grand Opening Planning Committee** is to organize and execute a memorable grand opening celebration for North Bay Village's new community center. This committee brings together dedicated community members to collaboratively plan all aspects of the grand opening event, from developing creative ideas and securing sponsorships to assist the Village Manager, Commission, and Village Staff, ensuring the celebration reflects the significance of this new community asset.

CCGOC – NEW APPLICANTS

FIRST NAME	LAST NAME	ISLAND OF RESIDENCE	BUSINESS OWNER	SERVED BEFORE
Brent	Latham	North Bay Island	No	Yes
Cesar	Aguado	Treasure Island	No	Yes
Indira	Shakti	Treasure Island	No	Yes
Jorge	Rollet	Treasure Island	No	No
Kevin	Colin	Treasure Island	No	No
Linda	Givens	North Bay Island	No	No
Lorena	Gutirrez	NON-RESIDENT	No	No
Maria	Areco	Treasure Island	No	No
Maruja	Gil	Harbor Island	No	No
Michael	Bentancur	Treasure Island	No	No
Vinita	Chakravarty	Treasure Island	Yes	No

North Bay Village

ADVISORY BOARD APPLICATION FORM

Residents and business owners of North Bay Village are welcome to apply at any time. Please be advised that all submitted board/committee applications are a public record subject to the disclosure of Chapter 119 of the Florida Statutes.

Please return the signed and completed application to:

North Bay Village Hall
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141
ATTN: Lili Torres, Community Engagement Director
Email: LTorres@nbvillage.com

APPLICANT'S INFORMATION

DATE _____2/9/26_____ NAME ___Brent Latham_____

MAILING ADDRESS ___7521 Beachview Dr_____ ZIP _____33141_

EMAIL brent4nbv@gmail.com_____ PHONE ____

HOW DID YOU HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER_____X_____

ARE YOU A VILLAGE RESIDENT? YES ___ X NO ___ IF YES, HOW MANY YEARS? _____13_____

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND __X_ TREASURE ISLAND ___ HARBOR ISLAND ____

ARE YOU A BUSINESS OWNER: YES ___NO ___ X IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES X___ NO ___

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

was involved with the village government

APPLICANT'S SIGNATURE: _____/s/ Brent Latham_____ DATE: _2/9/26

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Email: LTorres@nbvillage.com

APPLICANT'S INFORMATION

DATE 2/9/2026 NAME CESAR AGUADO

MAILING ADDRESS 7516 JEWEL AVENUE ZIP 33141

EMAIL CAGUADO7@GMAIL.COM PHONE 3.431.3700

HOW DID YOU HEAR ABOUT US? WEBSITE ___ FACEBOOK ___ OTHER ✓

ARE YOU A VILLAGE RESIDENT? YES ✓ NO ___ IF YES, HOW MANY YEARS? 16 +

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:
(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ TREASURE ISLAND ✓ HARBOR ISLAND ___

ARE YOU A BUSINESS OWNER: YES ___ NO ✓ IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ✓ NO ___ COMMUNITY ENHANCEMENT

NORTH BAY VILLAGE
EST. 1945

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

I HAVE WORKED IN HOSPITALITY MANAGEMENT + BEVERAGE INDUSTRY FOR OVER 30YRS. I AM PROUD OF MY HERITAGE AND WANT TO HELP IN ANY WAY POSSIBLE. WORKED PREVIOUSLY IN THE ADVISORY COMMITTEE OF COMMUNITY ENHANCEMENT BEFORE. EXCITED TO BE PART OF SOME GREAT.

APPLICANT'S SIGNATURE: _____ **DATE:** 2/9/2026

North Bay Village

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ATTN: Lili Torres, Community Engagement Director
Email: LTorres@nbvillage.com

APPLICANT'S INFORMATION

DATE Feb. 6, 2027 NAME Indira Shakti

MAILING ADDRESS 1555 N. Treasure Dr. #515 NBV, FL ZIP 33141

EMAIL indirashakti22@gmail.com PHONE 305-970-6880

HOW DID YOU HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER Email

ARE YOU A VILLAGE RESIDENT? YES X NO ___ IF YES, HOW MANY YEARS? 2018

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ TREASURE ISLAND X HARBOR ISLAND ____

ARE YOU A BUSINESS OWNER: YES ___NO X IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES X NO ___

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

Since moving to North Bay Village six years ago, I've been committed to giving back to the community I call home. I've served on several boards, including the Resident Services Board, Animal Advisory Board, Charter Review Board, and Planning & Zoning Board, with a consistent focus on strengthening our village and supporting the needs of residents.

The opening of the Brent Walter Latham Community Center represents an exciting new chapter for North Bay Village. I'm eager to be involved in shaping a welcoming, engaging launch that reflects the energy and diversity of our community. I enjoy collaborating, thinking creatively, and helping bring ideas to life, and I would love to contribute in a hands-on way to this effort.

With years of community service experience and a strong connection to North Bay Village, I'm enthusiastic about continuing to support initiatives that bring people together and create lasting, positive impact.

APPLICANT'S SIGNATURE: Jin Shakti **DATE:** 2/6/2026

North Bay Village

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ATTN: Lili Torres, Community Engagement Director
Email: LTorres@nbvillage.com

APPLICANT'S INFORMATION

DATE 1/30/2026 NAME Jorge Rollet

MAILING ADDRESS 1801 S Treasure Dr. Apt 229 North Bay Village Fl-33141 ZIP 33141

EMAIL jorgerollet@gmail.com PHONE 201 879 4528

HOW DID YOU HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER Brent Latham

ARE YOU A VILLAGE RESIDENT? YES X NO ___ IF YES, HOW MANY YEARS? 4

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ TREASURE ISLAND X HARBOR ISLAND ____

ARE YOU A BUSINESS OWNER: YES ___NO X IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ___NO X

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

_____I Bring experience as professional soccer player, along with over 15 years of experience organizing and coordinating events. This background has shaped my belief that sports are a powerful tool for youth development, leadership and community engagement.

As a parent of twins 7 years old, I am deeply committed to fostering a healthy, safe and positive sports enviroment that promotes discipline, strong values, teamwork and keeps children away from negative influences. I have a natural ability to connect with people, particularly with families and parents, building trust and open communication.

Through the committee, I can contribute by supporting youth programs, organizing inclusive events, strengthening family participation, promoting sportsmanship, and helping create initiatives that inspire the next generation. My goal is to serve as a positive role model and help strengthen the bond between the club, families and the broader community.

I am bilingual, fluent in Spanish which allows me to effectively communicate and engage with a diverse community._____

_____

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APPLICANT'S SIGNATURE: _____J.Rollet_____ DATE: 2/9/26_____

North Bay Village
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ATTN: Lili Torres, Community Engagement Director
Email: LTorres@nbvillage.com

APPLICANT'S INFORMATION

DATE 2/7/26 NAME Kevin Colin
MAILING ADDRESS 7601 Hispaniola Ave, Unit 1101, NBV FL ZIP 33141
EMAIL _____ PHONE _____
HOW DID YOU HEAR ABOUT US? WEBSITE ___ FACEBOOK ___ OTHER WhatsApp
ARE YOU A VILLAGE RESIDENT? YES X NO ___ IF YES, HOW MANY YEARS?

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)
WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ TREASURE ISLAND X HARBOR ISLAND
ARE YOU A BUSINESS OWNER: YES ___ NO X IF YES, HOW MANY YEARS?
NAME OF BUSINESS: _____
ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ___ NO X

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

I am a retired USAF veteran with over 27 years of leadership experience in planning, policy, risk management, and organizational governance. I am also actively involved in condominium association leadership in North Bay Village, working on budgeting, capital projects, insurance, compliance, and resident engagement. I bring a collaborative, solutions-oriented approach and a strong commitment to transparency, responsible development, and community-centered decision-making. I am motivated to serve in order

APPLICANT'S SIGNATURE: _____ DATE:

North Bay Village

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Email: LTorres@nbvillage.com

APPLICANT'S INFORMATION

2/6/26

Linda Givens
7933 West Drive #1129 – North Bay Village 33141

EMAIL – linmilgivens@gmail.com phone – 305-283-8848

HOW DID YOU HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER – e-mail (newsletter)

ARE YOU A VILLAGE RESIDENT? YES IF YES, HOW MANY YEARS? 2

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND

ARE YOU A BUSINESS OWNER: NO

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? NO

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

I worked at Royal Caribbean Cruises for close to 30 years in the Entertainment Department – got laid off during covid. One of my many responsibilities was managing the enrichment program which included hiring speakers (motivational, destination, wellness, dance instructors, etc) developing theming, corporate seminars , social events and annual holiday parties

I organized all the yearly conferences for our shipboard management teams ie Cruise Directors, Sport Supervisors, Youth Program Administrators, etc. which in part included hotels, flights, limos, selection of gifts, etc. Once the meetings concluded each day, I curated the evenings dining and entertainment experiences ie selected restaurants along with the meals and beverages, obtained tickets for sports events, shows, golfing, spa treatments, etc These conferences were not only held in Miami but other areas such as Las Vegas, Port Canaveral, New York, including on the ships themselves.

I have dealt with numerous vendors and persons with strong personalities who held various positions and titles.
I'm definitely a team player, as well as being able to work independently. I am also detailed oriented and high energy. If you feel like I would be able to fit in, feel free to contact me anytime.

Linda Givens

305-283-8848

10:45 AM Fri Feb 6 38%
Viewer

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

_I bring over 25 years of experience in the music and entertainment industry, where for 13yrs I worked closely as a personal assistant to multi-platinum artists and producers including Wyclef Jean, Jerry Wonder, members of The Fugees, and 5 yrs with Third World. I also worked "backstage production" for reggae and hip-hop shows in Miami, New York, Jamaica, and Haiti —work that taught me the power of teamwork, resilience, and connecting with people from all walks of life.

Although I am not a resident of North Bay Village, NBV has been part of my family's life since my son was three years old and began in this soccer program. I have been a devoted volunteer parent and community advocate, proudly serving with NBV/TIES and NBV Community Soccer. My family was among those who advocated to Miami-Dade County Public Schools for the AFA soccer project, and watching it grow has been incredibly meaningful to us. We have seen firsthand how much heart and dedication Brent Latham has poured into this program, and it is truly special to see this building named in his honor. I care deeply about our youth, our families, and this community, and I would bring that same passion, care, and commitment to serving on this committee._

APPLICANT'S SIGNATURE: _____Lorena Gutierrez _____ DATE:

_____2/6/26_____

NORTH BAY VILLAGE
EST. 1945

10:45 AM Fri Feb 6 38%
Viewer

North Bay Village

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Email: LTorres@nbvillage.com

APPLICANT'S INFORMATION

DATE _____2/6/26_____ NAME _Lorena Gutierrez

_____

MAILING ADDRESS ___6494 Collins Ave Apt 33, Miami Beach

_____ ZIP _____33141_____

EMAIL _____1970LBG@gmail.com Ceremony outfit closure outfit_____

PHONE __6462072801_____

HOW DID YOU HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER_____Brent Latham_____

ARE YOU A VILLAGE RESIDENT? YES ___ NO _x__ IF YES, HOW MANY YEARS? _____

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ TREASURE ISLAND ___ HARBOR ISLAND ____

ARE YOU A BUSINESS OWNER: YES ___NO __x_ IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ___NO _X__

North Bay Village

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ATTN: Lili Torres, Community Engagement Director
Email: LTorres@nbvillage.com

APPLICANT'S INFORMATION

DATE _02/05/2026_____ NAME ___Maria Isina Areco_____

MAILING ADDRESS __1881 79th Street Causeway, Apt. 1406_____ ZIP 33141_____

EMAIL arecomaria@hotmail.com_____ PHONE 786-930-1015_____

HOW DID YOU HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER: Instagram_____

ARE YOU A VILLAGE RESIDENT? YES _X_ NO ___ IF YES, HOW MANY YEARS? __2__

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ TREASURE ISLAND _X__ HARBOR ISLAND ____

ARE YOU A BUSINESS OWNER: YES ___NO ___ IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ___NO __X_

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

My professional experience in communications and public relations has been in the private sector, focusing on event coordination, partnership development, community engagement, and brand reputation. During my tenure at Univision, I collaborated with the Social Impact team on the *Vota Conmigo* campaign, a nonpartisan initiative that educated the Hispanic community nationwide about civic participation and access to reliable information, and on programs led by the Univision Foundation that connected residents with trusted resources. Most recently, I provided comprehensive event coordination and logistics management for speakers, providers, and attendees at the 2025 Open Pathways Conference, hosted by the Univision Foundation and the American Association of People with Disabilities at Florida International University. The conference explored how STEM can become more inclusive and accessible for individuals with disabilities. These projects required inclusive outreach, careful operational planning, and the ability to bring multiple stakeholders together around a shared community purpose.

Prior to Univision, I built my international career at Burson, where, as part of the executive leadership team in Miami, I supported new business initiatives, including identifying potential partners, developing creative concepts, crafting proposals, and presenting ideas to clients and stakeholders. I also planned and executed numerous press and public events across the U.S. and Latin America, coordinating with government representatives, private-sector leaders, media, and community organizations to deliver seamless programs. These roles strengthened my ability to manage timelines, coordinate diverse contributors, and ensure events reflect the values of the communities they serve. Although I have not directly led sponsorship or fundraising efforts, my experience in partner engagement and proposal development would enable me to effectively support the committee in outreach to potential sponsors and collaborators.

As a resident of Treasure Island for the past two years, I have participated in North Bay Village's municipal celebrations, including Easter, Halloween, and Christmas, as well as Movie Nights, which have given me an appreciation for the spirit and diversity of our city. I am comfortable navigating government processes and fully open to learning the specific municipal protocols required to support a successful public event. If selected for the Ad Hoc committee, I would contribute ideas that prioritize accessibility, bilingual outreach, and multigenerational engagement, ensuring the opening of the Brent Walter Latham Community Center is welcoming to families, seniors, youth, and neighbors from all backgrounds. I would apply my professional skills to brainstorm creative concepts, support logistics, and help deliver a memorable celebration that reflects North Bay Village’s mission and identity.

Additional details about my professional trajectory can be found on my LinkedIn profile.

APPLICANT’S SIGNATURE: _____Maria Isina Areco DATE: __02/06/2026___

North Bay Village
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ATTN: Lili Torres, Community Engagement Director
Email: LTorres@nbvillage.com

APPLICANT'S INFORMATION

DATE 02/09/2026 NAME MARUJA Gil

MAILING ADDRESS 7900 Harbor Island Dr #1115 North Bay Village, FL ZIP 33141

EMAIL E@marujagil.com PHONE 305-812-1454

HOW DID YOU HEAR ABOUT US? WEBSITE ___ FACEBOOK ___ OTHER Instagram

ARE YOU A VILLAGE RESIDENT? YES ✓ NO ___ IF YES, HOW MANY YEARS? 4.5

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:
(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ TREASURE ISLAND ___ HARBOR ISLAND X

ARE YOU A BUSINESS OWNER: YES X NO ___ IF YES, HOW MANY YEARS? 20

NAME OF BUSINESS: Maruja L. Gil, P.A. / Shift Platinum Academy

ADDRESS OF BUSINESS: same as above

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ___ NO X

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

I have been in the Real Estate Industry for 20 years. Prior to that I worked in Banking helping client to increase their Assets. I also have a Small business which I help men and women to create the life they want to live through Re-programing their mindset, creating goals and clear blueprint of their life. I am a mindset and NLP Coach who implement it in businesses and personal individuals to suceed and breakthrough in Life. I can contribute empowering business owners and young adults to have clarity and help them to suceed in Life through their purpose, Joy and clear pathway to start their careers in Life or exit strategy of Business Owners.

I worked with the community and REACC F.I.U Alumni FOR many years and active member of My company as Coach in Keller Williams.

APPLICANT'S SIGNATURE: MARISA Gil **DATE:** 02/09/2026

North Bay Village

ADVISORY BOARD APPLICATION FORM

Residents and business owners of North Bay Village are welcome to apply at any time. Please be advised that all submitted board/committee applications are a public record subject to the disclosure of Chapter 119 of the Florida Statutes.

Please return the signed and completed application to:

North Bay Village Hall
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141
ATTN: Lili Torres, Community Engagement Director
Email: LTorres@nbvillage.com

APPLICANT'S INFORMATION

DATE _02/06/26 NAME __Michael Betancur

MAILING ADDRESS ___1880 South Treasure Drive ZIP __33141

EMAIL ___Betancurm1498@gmail.com PHONE __786-241-7324

HOW DID YOU HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER_Referred by Brent_Latham

ARE YOU A VILLAGE RESIDENT? YES _X__ NO ___ IF YES, HOW MANY YEARS? _Less than 1 year

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ TREASURE ISLAND _X__ HARBOR ISLAND ____

ARE YOU A BUSINESS OWNER: YES ___NO __X_ IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ___NO _X__

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

I currently serve as a fleet operations manager for FIFA World Cup 2026, where I support large scale, multi-city and multi-country transport operations under tight timelines and high public visibility. My background also includes owning a small freight brokerage, giving me hands on experience in logistics, budgeting, vendor coordination and operational problem solving.

I am particularly interested in supporting NBV specific challenges including improved traffic flow, parking management for overnight parking, infrastructure planning and most importantly balance between development and quality of life for NBV residents. I bring a practical operations focused perspective and an understanding of how planning decisions translate into real world impacts in our local community.

APPLICANT'S SIGNATURE: _____ **DATE:** __02/06/26

North Bay Village

ADVISORY BOARD APPLICATION FORM

Residents and business owners of North Bay Village are welcome to apply at any time. Please be advised that all submitted board/committee applications are a public record subject to the disclosure of Chapter 119 of the Florida Statutes.

Please return the signed and completed application to:

North Bay Village Hall
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141
ATTN: Lili Torres, Community Engagement Director
Email: yrsLTorres@nbvillage.com

APPLICANT'S INFORMATION

DATE 02.08.2026 NAME: VINITA CHAKRAVARTY

MAILING ADDRESS 7901 HISPANOLA AVE APT # 1801, NORTH BAY VILLAGE, FL ZIP 3141

EMAIL vinitac9x@gmail.com PHONE 786-853-3633

HOW DID YOU HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER Mayor's address at NBV Chamber meeting.

ARE YOU A VILLAGE RESIDENT? YES X NO ___ IF YES, HOW MANY YEARS? 2 yrs

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ TREASURE ISLAND X HARBOR ISLAND ____

ARE YOU A BUSINESS OWNER: YES X NO ___ IF YES, HOW MANY YEARS? 2 yrs

NAME OF BUSINESS: RASOI INDIAN KITCHEN / HAPPY'S LOUNGE

ADDRESS OF BUSINESS: **1624 79TH STREET CAUSEWAY, NORTH BAY VILLAGE FL-33141**

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES X NO ___

MIAMI DADE COUNTY'S ASIAN AMERICAN ADVISORY BOARD

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

I bring hands-on civic experience, nonprofit leadership, event and partnership expertise, and a demonstrated commitment to inclusive community building — all directly applicable to advancing North Bay Village's cultural vitality, civic inclusion, and neighborhood well-being

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, AND HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS COMMITTEE. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

CIVIC LEADERSHIP: Member, Asian American Advisory Board representing District 7 — active in advising on policy, community needs, and outreach strategies for Asian American residents.

NON PROFIT - Founder, MAIACA (Miami Association for Indian Art & Culture): Established organization to promote Indian art, culture, and heritage in Miami; built it from concept to active community presence.

- EVENT LEADERSHIP: Led and executed multiple cultural events, festivals, exhibitions, and performances — responsible for programming, logistics, vendor management, permitting, and volunteer coordination.

- PARTNERSHIPS & SPONSORSHIPS: Secured sponsorships and developed collaborations with local businesses, cultural institutions, and community groups to fund and amplify events.

- COMMUNITY ENGAGEMENT: Built relationships across diverse constituencies, recruited and managed volunteers, and ran outreach campaigns to increase participation and awareness.

- OPERATIONAL SKILLS: Experience with budgeting, fundraising, grant applications, contract negotiation, and project timelines; comfortable liaising with municipal departments and stakeholders.

Why my background qualifies me for the North Bay Village Advisory Board

- Representative voice:

- Practical municipal experience:

- Cultural and economic development perspective:

- Collaborative leadership: Track record of building coalitions across nonprofits, businesses, and government — can broker partnerships that benefit North Bay Village.

- Results-oriented organizer: Demonstrated ability to move projects from idea to execution on time and on budget.

What I can contribute to the Advisory Board

- Expand cultural programming: Design and implement festivals, arts events, and cultural exchanges that increase visitor activity and resident engagement.

- Community outreach & inclusion: Improve outreach to underrepresented communities, increasing participation in civic processes and public meetings.

- Fundraising & sponsorships: Leverage relationships and experience to secure private funding, in-kind support, and partnerships for community projects.

- Event management & logistics: Lead or advise on event permitting, vendor coordination, volunteer recruitment, safety planning, and post-event evaluation.

- Policy input & advocacy: Offer informed recommendations on cultural policy, small-business support, tourism activation, and inclusive community services.

APPLICANT'S SIGNATURE: _____ **DATE:** 02.08.2026

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: Discussion on the Community Contribution Fee Structure - Sponsored by Mayor Rachel Streitfeld

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Streitfeld wishes to further discuss with the Village Commission the proposal from Miami Economic Associates as it relates to the proposed formula for Community Contribution Fees.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be determine

PERSONNEL IMPACT

None

ATTACHMENTS

Community Benefit Presentation.pdf
MEAI Report CCF 10.2025.pdf

NORTH BAY VILLAGE COMMUNITY BENEFIT PROPOSAL

November 18, 2025

Miami Economic Associates + The Curtis Group

POLICY BASIS

- Developers' rights = function of land size and zoning
- Requests for extra height/density = request to use air rights
- Air rights = community asset requiring fair compensation

Air rights are not automatic – they belong to the Village

PROPOSED FORMULA

- Community Benefit Fee = (Bonus SF) x (Land Value ÷ Base SF)
- Bonus SF: Square footage above zoning limit
- Land Value: Verified by sale or appraisal
- Base SF: Max allowed under current code

EXAMPLE CALCULATION

- Land Value = $25,000,000
- Base Allowance = 200,000 SF
- Bonus = 50,000 SF
- Fee = 50,000 × ($25M ÷ 200,000) = $6,250,000

SUMMARY OF DEVELOPMENT AGREEMENT SITES

Address	Site Area SF	Sales Year	Land Value	Building Square Footage			Land Value Base SF	Equivalent Community Benefit Fee	Proferred Community Benefit
				Base	Bonus	Total			
1775 Kennedy Causeway	60,900	2023	$35,000,000	359,853	214,000	573,853	$97.26	$20,814,055	Contribution; $1,380,000 (or 19 on-site units if constructed by 2025); 18' wide public walkway with lighting, landscaping, seating, and wayfinding; $1 per paid event space (non-residential) reported bi-annually; $400,000 City Hall
1819-1855 79th Street	98,851	2024	$73,500,000	576,000	178,000	754,000	$127.60	$22,713,542	18' wide public-access promenade (6 AM–midnight); 5% of residential units reserved for non-subsidized workforce; $2,185,000 community contribution
7913 West Drive	43,901	2025	$20,000,000	127,890	75,110	203,000	$156.38	$11,746,032	TDR fee paid.

RECOMMENDED CODE LANGUAGE

Applicability

- Applies to any project requesting bonus floor area, height, or density under a Village-approved incentive program.

Fee Calculation Formula

- Community Benefit Fee = Bonus SF × (Land Value ÷ By-Right Building SF)

LAND VALUE BASIS, PAYMENT & USE OF FUNDS

- Recent purchase price (within 24 months, arms-length)
- Signed purchase & sale agreement (within 24 months)
- Certified appraisal (within 6 months)
- Village may request a second appraisal at applicant's expense.
- 25% due before site plan approval
- 75% due before first building permit
- Funds used for resiliency, civic space, mobility, housing

BENEFITS & CONSIDERATIONS

- Benefits: transparent, scalable, reflects real land value
- Considerations: needs reliable land value data
- Allows negotiation but provides rational baseline

A predictable and fair tool for public-private balancing

NEXT STEPS

- Decide scope: village-wide or zone-specific
- Legal and planning coordination for adoption
- Include worksheet or table in final code language

Proposed Integration of Community Benefit Formula into
North Bay Village Development Code

Pursuant to its professional service agreement with North Bay Village dated August 27, 2025, Miami Economic Associates, Inc. (MEAI), in conjunction with The Curtis Group (TCG), performed an analysis to create a formulaic public benefit requirement for bonus square footage designed to ensure that developers seeking bonus square footage contribute to the Village proportionally to the financial uplift they receive from that additional square footage.. Bonus requests may involve additional density (dwelling units) and/or height rather than just intensity (floor area), particularly in situations where the underlying Floor Area Ratio (FAR) permits adequate intensity but does not allow sufficient unit yield or verticality.

Underlying our analysis is the proposition, subscribed to both MEAI and TCG, that a developer's development rights with to property owned are a function of the size of the property and the land use designation and zoning applicable to that property. When a developer seeks density and/or height greater than that possessed by right, that request is basically seeking permission to develop the air rights above the owned property, which are a community asset for which the Village should be compensated at a level consistent with what was paid the rights possessed by right.

Formula Description

The formula is:
Community Benefit Fee = (Bonus Square Footage) x (Land Value/By Right Building Square Footage)

In this formula:

- Bonus Square Footage = Total square footage exceeding the Base Zoning Allowance
- Land Value = Value of the site proposed for development as verified by: 1) a recorded arm's length transaction within 24 months of the application of Bonus Square Footage; or 2) a purchase and sale agreement executed with 24 months of the date the application for Bonus Square Footage; or 3) by an appraisal performed within 6 months of the date of the application square footage.[1]
- Base Zoning Allowance = the maximum square footage allowed by right according to code

Example Calculation

Assume:
Land Value: $25,000,000
Base Zoning Allowance: 200,000 GSF
Bonus Square Footage: 50,000 GSF

Then:
Land Value per By Right Building Square Foot: $25,000,000/200,000 GSF = $125 GSF
Community Benefit Fee: 50,000 GSF x $125/GSF = $6,250,000

[1] The developer requesting bonus square footage can, at its option, decide to submit an appraisal to the Village for review; however, the Village should have the option to seek a different opinion of value from appraiser of its choosing with cost of such appraisal being borne by the Applicant.

Recommended Code Integration

The following language should be added ULDC Sec. 5.8 or Article 15:

Section X: Value-Based Bonus Contribution

1. Applicability: This section applies to any development project requesting bonus floor, area, height or density through an adopted zoning incentive program

2. Calculation Method:
Community Benefit Fee = (Bonus Square Footage) x (Land Value/By Right Building Square Footage)

3. Land Value Determination:
- An actual purchase price (if acquired with 24 months of the application date in an arm's length transaction); or
- A purchase and sale agreement (if executed within 24 months of the application date): or
- A certified appraisal conducted within 6 months of the application date. The Village may commission a second appraisal, paid for the Applicant, to confirm value.

4. Timing of Payment:
- 25% due prior to site plan approval
- 75% due prior to first building permit

5. Use of Funds:
- Deposited in the Public Benefit Trust Fund
- Allocated to resiliency, mobility, civic space or affordable housing.

Benefits

- Developer contributions reflect real estate value.
- Transparent and formulaic.
- Flexible across projects of varying scale.

Considerations

- Requires reliable land value data.
- May require appraisal dispute resolution.
- Codification of the proposed formula is not intended to preclude the Village from negotiating a bonus contribution with a developer but would serve to provide the Village with a rational and transparent basis for its opening position in such a negotiation.

Next Steps

- Decide whether to apply village-wide or in specific zoning district (e.g., T6-30, T6-36)
- Coordination with Village attorney and planner to ensure consistency with comp plan and Florida Statutes.
- Include a worksheet or illustrative table in the code for clarity.

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion and Direction Regarding a Proposal with PADL, LLC for the Village Paddleboarding Community Program - Sponsored by Commissioner Doris Acosta

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Acosta seeks the Village Commission's consideration and Approval to authorize the Village Manager to negotiate and enter into a Professional Service Agreement with PADL, LLC for a community Paddleboarding Program.

The Village remains committed to fostering health, wellness, and active living among residents through accessible recreational programming. The following is a brief summary of the proposal's key highlights:

Program Structure:
- Frequency: Once per week
- Annual Occurrences: 52 weeks per year
- Session Length: Approximately 90 minutes starting at 10:00 am
- Maximum Included Participants: 15 participants per session
- Location: Pelican Harbor Marina
- Instructor: Certified paddle sports instructors provided by PADL LLC

Eligibility:
- North Bay Village Residents:

Included in the program are up to 15 participants per weekly session.
- Additional Participants/ Non-Residents:

May join a session for $20 per person, space permitting.
- Age Policy:

o All ages welcome

o Minors must be accompanied by a parent or legal guardian

Annual Program Cost
Total Annual Fee: $11,700.00
This fee covers:
- 52 weekly Paddle Party sessions
- Instruction and supervision
- Program coordination and administration

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Parks and Recreation / Community Programs-NBV SUP
GL Line-Item Number: 001.72.572.3119
Total Budget Allocated in FY 25-26: $ 11,100
Encumbered Amount: 0
Request Amount: $11,100 yearly
Remaining Balance: $ 0 FY 2026 Adopted Budget

PERSONNEL IMPACT
None

ATTACHMENTS
PADL, LLC Proposal.pdf

PADL™

PROPOSAL: NORTH BAY VILLAGE "PADDLE PARTY" COMMUNITY PROGRAM

Submitted by: PADL LLC
Prepared for: North Bay Village, Florida



Program Overview

PADL LLC proposes to replace the existing paddleboarding program with a weekly community-based "Paddle Party" experience, designed to promote health, recreation, and community engagement for North Bay Village residents while maintaining controlled costs and predictable scheduling.

The Paddle Party is a guided, instructor-led paddleboarding event welcoming residents of all skill levels, with an emphasis on safety, accessibility, and community building.

Program Structure

- Frequency: Once per week
- Annual Occurrences: 52 weeks per year
- Session Length: Approximately 90 minutes at 10:00am
- Maximum Included Participants: 15 participants per session
- Location: Pelican Harbor Marina
- Instructor: Certified paddle sports instructors provided by PADL LLC

Each Paddle Party includes:

- Group orientation and safety briefing
- Guided paddle session
- Supervised launch and recovery

- Community-focused, recreational experience suitable for beginners through intermediate paddlers

Eligibility & Participation

- North Bay Village Residents:
  Included in the program, up to 15 participants per weekly session.
- Additional Participants / Non-Residents:
  May join a session for $20 per person, space permitting.
- Age Policy:
  - All ages welcome
  - Minors must be accompanied by a parent or legal guardian

Safety & Supervision

PADL LLC will:

- Provide certified instructors trained in water safety, CPR, and first aid
- Enforce all safety protocols, including use of personal flotation devices
- Monitor weather and water conditions; sessions may be postponed or canceled if conditions are unsafe

Annual Program Cost

Total Annual Fee: $11,700.00

This fee covers:

- 52 weekly Paddle Party sessions
- Instruction and supervision
- Program coordination and administration

Any fees collected from non-resident or additional participants are retained by PADL LLC and do not affect the Village's annual cost.

Community Benefits

The Paddle Party program:

- Encourages active lifestyles and outdoor recreation
- Strengthens community connections among residents
- Enhances utilization of North Bay Village's waterfront assets
- Provides a predictable, budget-stable recreation offering for the Village

Term

- Initial Term: One (1) year
- Renewal: Subject to approval by the Village Manager pursuant to the Agreement

Andres Avello

786-749-6730

Andres@PADL.co

ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion on the Village's Construction Fence Materials/ Design - Sponsored by Commissioner Doris Acosta

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Acosta is requesting Village Commission feedback on a possible amendment to the Code addressing construction fencing and screening.

Below is the applicable Code Section:
§8.17F4

4. Temporary fence around construction site.
Nothing in this Section shall be deemed to prohibit the erection and maintenance of a temporary fence around construction sites on which actual construction activity is taking place pursuant to a valid active building permit.

a. The temporary fence shall be chain link, mesh, aluminum, or such other material as may be approved by the Village Manager or a designee and the Building Permit. The temporary fence must provide screening with the applicable approved design for the specific zoning district which was approved by the Village Manager or [a] designee. Screening material may be made of mesh, aluminum, or such other material as may be approved by the Village Manager or a designee and the Building Official. Material shall not be affixed to a temporary fence which can easily separate or detach from the fence due to a weather or nonweather event.

b. In the RS-1 and RS-2 zoning districts, temporary fences shall be six feet in height. In all other districts, including transect zones governed by Chapter 15, temporary fences shall not exceed eight (8) feet in height. Notwithstanding the foregoing, where a property fronts Kennedy Causeway, the temporary fence shall be six (6) feet in height on the portion of the site facing Kennedy Causeway.

c. In all zoning districts except the RS-1 and RS-2 districts, screening material used on temporary fences may contain advertising signage on those portions of the fence facing a street frontage to identify the nature of the property's development, contractor information, leasing information, corporate logos, and renditions of the future development, with no more than fifty percent (50%) of the total screening on each frontage used for advertising. The remainder 50% of the screen shall contain the branded design approved by the Village for the specific zoning district.

d. Temporary fence and screening plans must be submitted to the Building Department and reviewed by the Planning and Zoning Department. The Village Manager or a designee shall have the authority to approve designs providing artistic variations of the Village's brand and waive any requirements pertaining to temporary construction fences and screening in this section.

e. Properties shall have forty-five (45) days to comply with the requirements in this Section. Violations of this section shall be enforced in accordance with Chapter 153 of the Village Code.

f. These regulations shall also be applicable to properties located within the transect zones, which are otherwise governed by Chapter 15.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ITEM NO. 14.F

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Andy Daro

SUBJECT: Discussion and Update on the Island Walk - Sponsored by Commissioner Andy Daro

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Daro seeks to engage in a discussion on the recent updates to the Village Island Walk.

As directed at the December 16, 2025, Regular Commission Meeting, Village Attorney Sera sent letters to the following condominium associations that remain closed:

1. Space 01
2. 360
3. Eloquence
4. Cielo
5. Bayview Condo
6. Bridgewater

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.G

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Sponsored by Andy Daro

SUBJECT: Discussion and Update on Harbor Island Sidewalk Project - Sponsored by Andy Daro

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Daro seeks the Village Commission's discussion on the Harbor Island Sidewalk Project.

The Village Manager and Staff will provide an update.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.H

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Sponsored by Andy Daro

SUBJECT: Discussion and Update on the Expected Timeline for the Closure of the Sakura Lot Parking Area - Sponsored by Andy Daro

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Daro seeks to engage the Village Commission on the anticipated closure timeline for the Sakura Lot Parking Area related to the Village Hall Project.

The Village Manager and Staff will be available to provide the latest update.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.I

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Richard Chervony

SUBJECT: Discussion Regarding Proposed House Bill 313 Relating to the Construction of Accessory Dwelling Units in any Area for Single-Family Residential Use - Sponsored by Commissioner Richard Chervony

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Chervony seeks to engage the Village Commission regarding the proposed House Bill 313 and its implications for Village enforcement of the prohibition on Short-Term Vacation Rentals in the RS1 and RS2 Single-Family Districts.

A summary of the proposed bill is outlined below:

Housing; Requires, rather than authorizing, local governments to adopt, by specified date, ordinance to allow accessory dwelling units in certain areas; requires that such ordinances apply prospectively; prohibits inclusion of certain requirements or prohibitions in such ordinances; removes requirement that application for building permit to construct accessory dwelling unit include certain affidavit; revises accessory dwelling units that apply toward satisfying certain component of local government's comprehensive plan; prohibits denial of homestead exemption for certain portions of property on specified basis; requires that rented accessory dwelling unit be assessed separately from homestead property & taxed according to its use; authorizes local government to provide density bonus incentive to landowners who make certain real property donations to assist in provision of affordable housing for military families; requires OPPAGA to evaluate efficacy of using mezzanine finance & potential of tiny homes for specified purposes; requires office to consult with certain entities; requires office to submit certain report to Legislature by specified date.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENTS
HB 313.pdf

A bill to be entitled

An act relating to housing; amending s. 163.31771, F.S.; defining the terms "by right" and "primary dwelling unit"; requiring, rather than authorizing, local governments to adopt, by a specified date, an ordinance to allow accessory dwelling units in certain areas; requiring that such ordinances apply prospectively; prohibiting the inclusion of certain requirements or prohibitions in such ordinances; deleting a requirement that an application for a building permit to construct an accessory dwelling unit include a certain affidavit; revising the accessory dwelling units that apply toward satisfying a certain component of a local government's comprehensive plan; prohibiting the denial of a homestead exemption for certain portions of property on a specified basis; requiring that a rented accessory dwelling unit be assessed separately from the homestead property and taxed according to its use; amending s. 420.615, F.S.; authorizing a local government to provide a density bonus incentive to landowners who make certain real property donations to assist in the provision of affordable housing for military families; requiring the Office of Program Policy Analysis and Government Accountability to

evaluate the efficacy of using mezzanine finance and the potential of tiny homes for specified purposes; requiring the office to consult with certain entities; requiring the office to submit a certain report to the Legislature by a specified date; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (2) through (5) of section 163.31771, Florida Statutes, are amended, and a new subsection (5) is added to that section, to read:

163.31771 Accessory dwelling units.—

(2) As used in this section, the term:

(a) "Accessory dwelling unit" means an ancillary or secondary living unit, that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure, or on the same lot, as the primary dwelling unit.

(b) "Affordable rental" means that monthly rent and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for extremely-low-income, very-low-income, low-income, or moderate-income persons.

(c) "By right" means the ability to be approved without requiring a public hearing; a variance, conditional use permit,

special permit, or special exception; or other discretionary action, other than a determination that a site plan conforms with applicable zoning regulations.

(e) ~~(c)~~ "Local government" means a county or municipality.

(f) ~~(d)~~ "Low-income persons" has the same meaning as in s. 420.0004(11).

(g) ~~(e)~~ "Moderate-income persons" has the same meaning as in s. 420.0004(12).

(h) "Primary dwelling unit" means the existing or proposed single-family dwelling on the property where a proposed accessory dwelling unit would be located.

(i) ~~(f)~~ "Very-low-income persons" has the same meaning as in s. 420.0004(17).

(d) ~~(g)~~ "Extremely-low-income persons" has the same meaning as in s. 420.0004(9).

(3) By December 1, 2026, a local government shall ~~may~~ adopt an ordinance to allow accessory dwelling units by right in any area zoned for single-family residential use. Such ordinance must apply prospectively to accessory dwelling units approved after the date the ordinance is adopted. Such ordinance may regulate the permitting, construction, and use of an accessory dwelling unit but may not do any of the following:

(a) Require that the owner of a parcel on which an accessory dwelling unit is constructed reside in the primary dwelling unit.

(b) Increase parking requirements on any parcel that can accommodate an additional motor vehicle on a driveway without impeding access to the primary dwelling unit.

(c) Require replacement parking if a garage, carport, or covered parking structure is converted to create an accessory dwelling unit.

(d) Impose discretionary review or hearing standards, such as requiring a conditional use approval or special exception to construct an accessory dwelling unit, or other review standards that do not apply generally to other housing in the same district or zone.

~~(4) An application for a building permit to construct an accessory dwelling unit must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to an extremely-low-income, very-low-income, low-income, or moderate-income person or persons.~~

(4)~~(5)~~ Each accessory dwelling unit allowed by an ordinance adopted under this section which provides affordable rental housing shall apply toward satisfying the affordable housing component of the housing element in the local government's comprehensive plan under s. 163.3177(6)(f).

(5) The owner of a property with an accessory dwelling unit may not be denied a homestead exemption for those portions of property on which the owner maintains a permanent residence solely on the basis of the property containing an accessory

dwelling unit that is or may be rented to another person. However, if the accessory dwelling unit is rented to another person, the accessory dwelling unit must be assessed separately from the homestead property and taxed according to its use.

Section 2. Subsection (1) of section 420.615, Florida Statutes, is amended to read:

420.615 Affordable housing land donation density bonus incentives.—

(1) A local government may provide density bonus incentives pursuant to ~~the provisions of~~ this section to any landowner who voluntarily donates fee simple interest in real property to the local government for the purpose of assisting the local government in providing affordable housing, including housing that is affordable for military families receiving the basic allowance for housing. Donated real property must be determined by the local government to be appropriate for use as affordable housing and must be subject to deed restrictions to ensure that the property will be used for affordable housing.

Section 3. The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall evaluate the efficacy of using mezzanine finance, or second-position short-term debt, to stimulate the construction of owner-occupied housing that is affordable as defined in s. 420.0004(3), Florida Statutes, in this state. OPPAGA shall also evaluate the potential of tiny homes in meeting the need for affordable housing in this state.

OPPAGA shall consult with the Florida Housing Finance Corporation and the Shimberg Center for Housing Studies at the University of Florida in conducting its evaluation. By December 31, 2027, OPPAGA shall submit a report of its findings to the President of the Senate and the Speaker of the House of Representatives. Such report must include recommendations for the structuring of a model mezzanine finance program.

Section 4. This act shall take effect July 1, 2026.

ITEM NO. 14.J

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Goran Cuk

SUBJECT: Discussion on Engaging the City of Miami Beach to Continue Intercity Collaboration on Recreational Programming - Sponsored by Vice Mayor Goran Cuk

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Vice Mayor Cuk requests the Village Commission's feedback to engage the City of Miami Beach on Recreational Programing.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

None

ITEM NO. 14.K

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Consideration of Appointment to the Financial Advisory Board - Village Clerk, Alba L. Chang

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RECOMMENDATION

BACKGROUND AND ANALYSIS

On October 13, 2025, Sandra Siefken, a Board Member of the Financial Advisory Board, submitted her resignation to the Village. Subsequently, the Village received three applications to fill the vacancy, one of which was submitted by an individual who does not reside in the Village.

The following are two residents' requests for a appointment:
* Claudia Alvarez
* Bill Prendergast

Enclosed for the Village Commission’s consideration is the request for appointment from Mr. Bill Prendergast and Claudia Alvarez, including their resume and Advisory Board Application.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
N/A

PERSONNEL IMPACT
None

ATTACHMENTS
FAB Applicants.pdf

FINANCIAL ADVISORY BOARD [FAB]

FIVE MEMBERS

The purpose of the **Financial Advisory Board** is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in the establishment of priorities in the Village's yearly budget and to maintain supervision of any bond dollars except items that could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes, and bid protests in which will be excluded.

FAB – CURRENT BOARD MEMBERS

FIRST NAME	LAST NAME	SEAT HELD
Lars	Schoett	Chair
Elizabeth	Avalo	Vice Chair
Sidharth	Mehta	Board Member
Marco	Zuniga	Board Member

FAB – NEW APPLICANTS

FIRST NAME	LAST NAME	MOST PREFERRED	SERVED BEFORE?
Bill	Prendergast	FAB	NO
Claudia	Alvarez	FAB	YES

North Bay Village

ADVISORY BOARD APPLICATION FORM

Residents and business owners of North Bay Village are welcome to apply at any time; however, applications are only considered when a vacancy occurs. Please be advised that all submitted board/committee applications are a public record subject to the disclosure of Chapter 119 of the Florida Statutes.

Please return the signed and completed application to:

North Bay Village Hall
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141
ATTN: Village Clerk's Office
Email: villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE January, 15, 2026 NAME Bill Prendergast

MAILING ADDRESS 1660 S. Treasure Dr., North Bay Vlg., FL ZIP 33141

EMAIL wprendergast@itgprop.com PHONE 617-899-3500

HOW DID YOU HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER NBV Insider

ARE YOU A VILLAGE RESIDENT? YES X NO ___ IF YES, HOW MANY YEARS? 8

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND X TREASURE ISLAND ___ HARBOR ISLAND ____

ARE YOU A REGISTERED VOTER? YES X NO ___

ARE YOU A BUSINESS OWNER: YES X NO ___ IF YES, HOW MANY YEARS? 20

NAME OF BUSINESS: Integrated Properties, Inc.

ADDRESS OF BUSINESS: P.O. Box 988, Sudbury, MA 01776

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ___ NO X

IF SO, WHICH BOARD: _____

Please select your **first**, **second**, and **third** choices from among the following Boards and Committees. If you are interested in only one, please indicate this.

§ 32.18 - Membership limitation.
No individual shall serve on more than one Advisory Board at the same time unless a vacancy persists on any given Board after promotion of the vacancy for 90 days; thereafter, an individual already serving on an Advisory Board may be eligible to serve on a second Advisory Board. The foregoing notwithstanding, no individual may serve on more than two Advisory Boards simultaneously. All Advisory Board members shall serve without compensation and shall not otherwise obtain direct or indirect financial gain from their service in the Advisory Board (Ord. No. 2020-003, § 2, 1-14-20).

ANIMAL CONTROL BOARD	___	**PLANNING and ZONING BOARD**	2
RESIDENT SERVICES BOARD	___	**SUSTAINABILITY and RESILIENCE TASK FORCE**	___
FINANCIAL ADVISORY BOARD	1	**CHARTER REVIEW BOARD**	___
COMMUNITY ENHANCEMENT BOARD	___		

All Board Members are required to disclose their Financial Interests annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office. Planning and Zoning Board Members Complete Form 1 - Statement of Financial Interests, and all other Board Members complete Source of Income Statement.

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, and HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

Throughout my career, I have been directly responsible for the financial oversight of diverse portfolios spanning retail, office, and residential properties, requiring budget management, fiscal forecasting, and strategic resource allocation. As a principal, I make critical decisions involving capital expenditures, operational budgets, and long-term financial planning. This hands-on experience with budgeting, cash flow management, and balancing competing financial priorities directly mirrors the core responsibilities of this advisory board.

My civic engagement includes regular volunteer work with the Miami Rescue Mission through soup kitchen operations, toy drives, adult mentoring programs, and Thanksgiving meal delivery.

I believe I can contribute in several important areas: creating and managing budgets, balancing Village departments and resident needs, and understanding the complexities of capital planning through property development experience. I am committed to serving North Bay Village with the same fiscal responsibility and attention to detail that I apply to my professional work.

APPLICANT'S SIGNATURE: _____ **DATE:** January, 15, 2026

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board
Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further preserving the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

Resident Services Advisory Board
The purpose of the Resident Services Board is to assist the Village Mayor and Commission in developing programs, projects, and policies that enhance the quality of life for the Village's residents, including, but not limited to, the community's youth.

Financial Advisory Board
The purpose of the Financial Advisory Board is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in the establishment of priorities in the Village's yearly budget and to maintain supervision of any bond dollars except items which could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes and bid protests in which will be excluded.

Animal Welfare Advisory Board
The Animal Welfare Advisory Board aims to consider matters related to animal control within the Village limits and enhance the Village's ability to effectively handle animal issues.

Sustainability and Resiliency Task Force
The Sustainability and Resiliency Task Force aims to provide technical assistance and advice to the North Bay Village Commission on mitigation and adaptation measures to respond to global warming and climate change.

Planning and Zoning Advisory Board
The purpose of the Planning and Zoning Board is to recommend to the Village Commission all matters within the general purview of planning, zoning, and development.

Bill Prendergast

1660 S Treasure Dr, North Bay Village, FL 33141
wprendergast@itgprop.com | 617-899-3500
Commercial Real Estate Principal | Licensed Real Estate Broker (MA)

PROFESSIONAL SUMMARY

Commercial real estate executive with over 20 years of experience in financial oversight, asset management, budgeting, and long-term capital planning. Founder and Principal of a privately held real estate firm with responsibility for operational performance, financial discipline, and risk management. Offers practical, real-world financial judgment and fiduciary responsibility well suited for municipal financial advisory service and public stewardship.

PROFESSIONAL EXPERIENCE

Principal – Integrated Properties Inc. | 2007 – Present
• Financial, operational, and strategic oversight
• Operating budgets, forecasts, and capital planning
• Cash flow analysis, performance evaluation, and risk management
• Vendor contracts, expense controls, and lease negotiations
• Coordination with legal, accounting, and lending professionals
• Fiduciary responsibility for assets under management

Property Manager & Leasing Manager – Heritage Property Investment Trust | 2001 – 2006
• Budgeting and operating expense management
• Lease negotiations, renewals, and tenant improvements
• Cost-control initiatives and financial performance analysis
• Capital improvements and long-term maintenance planning

EDUCATION

Bachelor of Science in Business, Salve Regina University, Newport, RI | 2001

LICENSE

Massachusetts Real Estate Broker License

RELEVANT EXPERTISE

Municipal and organizational budgeting • Capital planning and forecasting • Financial oversight and reporting • Risk assessment and mitigation • Contract and vendor management • Governance-focused decision making • Fiduciary responsibility

COMMUNITY SERVICE OBJECTIVE

Seeking to serve as a **Volunteer Member of the North Bay Village Financial Advisory Board**, contributing disciplined financial oversight, transparency, and long-term fiscal planning in support of responsible municipal governance.

North Bay Village

ADVISORY BOARD APPLICATION FORM

Residents and business owners of North Bay Village are welcome to apply at any time; however, applications are only considered when a vacancy occurs. Please be advised that all submitted board/committee applications are a public record subject to the disclosure of Chapter 119 of the Florida Statutes.

Please return the signed and completed application to:

North Bay Village Hall
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141
ATTN: Village Clerk's Office
Email: villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 02/09/2026 NAME CLAUDIA J. ALVAREZ TOVAR

MAILING ADDRESS 1865 79TH ST CAUSEWAY APT 9K ZIP 33141

EMAIL CJAT99@GMAIL.COM PHONE 305-956-6022

HOW DID YOU HEAR ABOUT US? WEBSITE X FACEBOOK ____ OTHER EMAIL

ARE YOU A VILLAGE RESIDENT? YES X NO ___ IF YES, HOW MANY YEARS? 12

VERIFICATION OF RESIDENCY and/or BUSINESS OWNERSHIP:

(Please submit documentation proving residency or business address.)

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ___ TREASURE ISLAND X HARBOR ISLAND ____

ARE YOU A REGISTERED VOTER? YES X NO ___

ARE YOU A BUSINESS OWNER: YES X NO ___ IF YES, HOW MANY YEARS? 15

NAME OF BUSINESS: PRIME TECH SUPPORT

ADDRESS OF BUSINESS: 130 NW 36TH ST MIAMI, FL 33127

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES X NO ___

IF SO, WHICH BOARD: BUSINESS DEVELOPMEN ADVISORY BOARD & RESIDENT ADV BOARD

Please select your **first**, **second**, and **third** choices from among the following Boards and Committees. If you are interested in only one, please indicate this.

§ 32.18 - Membership limitation.

No individual shall serve on more than one Advisory Board at the same time unless a vacancy persists on any given Board after promotion of the vacancy for 90 days; thereafter, an individual already serving on an Advisory Board may be eligible to serve on a second Advisory Board. The foregoing notwithstanding, no individual may serve on more than two Advisory Boards simultaneously. All Advisory Board members shall serve without compensation and shall not otherwise obtain direct or indirect financial gain from their service in the Advisory Board (Ord. No. 2020-003, § 2, 1-14-20).

ANIMAL CONTROL BOARD	2	**PLANNING and ZONING BOARD**	
RESIDENT SERVICES BOARD		**SUSTAINABILITY and RESILIENCE TASK FORCE**	3
FINANCIAL ADVISORY BOARD	1	**CHARTER REVIEW BOARD**	
COMMUNITY ENHANCEMENT BOARD			

All Board Members are required to disclose their Financial Interests annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office. Planning and Zoning Board Members Complete Form 1 - Statement of Financial Interests, and all other Board Members complete Source of Income Statement.

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE, and HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD. WHAT YOU MAY BE ABLE TO CONTRIBUTE:

I'm a North Bay Village resident and small business owner who genuinely loves this community. I want to be involved because I care about how our city grows and how decisions today impact families, services, and the future. Running a business has taught me how important it is to plan, stay organized, and spend wiswely. I would be honored to contribute that practical experience to the Financial Advisory Board by helping review budget priorities and making recommendations that support a strong, well-run Village.

Also, I'm a computer engineer and local small business owner who supports businesses with IT services, including computer support, cybersecurity, cloud solutions, and business continuity/disaster recovery (BCDR). I'm also actively involved in community service in North Bay Village through animal welfare efforts. I volunteer alongside the Animal Welfare Advisory Board by feeding community cats twice a week and helping with related needs whenever I can.

APPLICANT'S SIGNATURE: _____ **DATE:** 02/09/2026

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board
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Sustainability and Resiliency Task Force
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Planning and Zoning Advisory Board
The purpose of the Planning and Zoning Board is to recommend to the Village Commission all matters within the general purview of planning, zoning, and development.



CLAUDIA ALVAREZ

Computer System Engineer

305-956-6022

claudia@primetechsupport.com

Miami, FL, USA

https://primetechsupport.com

EDUCATION

Bachelor's degree, UNAB
Computer System Engineer

Goldman Sachs 10KSB
Program Cohort 19 - 2020

TECHNICAL SKILLS

- **IT Support & Infrastructure Management**
- **Computer Repair & Maintenance (Mac & PC)**
- **VoIP & Telecommunications Systems**
- **Web Design & Digital Marketing**
- **SEO & Online Branding Strategies**
- **Business Development & Customer Relations**
- **Cybersecurity & Data Protection**
- **Network Administration & Cloud Solutions**

PROFESSIONAL SUMMARY

Experienced IT entrepreneur and business owner with over 25 years of expertise in IT support, telecommunications, and web design. Founder of Prime Tech Support, a leading provider of computer repair and IT services in Miami since 2010. Skilled in IT management, VoIP solutions, web development, and digital marketing. Proven ability to lead teams, optimize business operations, and drive growth through technology-driven solutions.

PROFESSIONAL EXPERIENCE

Founder & CEO
Prime Tech Support | Miami, FL | 2010 – Present

- Built and expanded a successful IT repair and support business specializing in Mac and PC repairs, networking, and business IT solutions.
- Developed business strategies to enhance service offerings, customer experience, and operational efficiency.
- Managed a team of IT professionals, ensuring high-quality service and technical excellence.
- Established B2B partnerships to provide IT solutions for businesses in various industries.

Founder & Web Consultant
IdeaWeb | Miami, FL | 2020 - Present

- Provide web design, digital marketing, and branding solutions for small businesses across the U.S.
- Specialize in creating customized websites, SEO strategies, and online marketing campaigns.
- Help businesses establish a strong online presence and generate leads through effective digital strategies.

IT Manager
Suncoast Research | Miami, FL | Dec 2008 – July 2010

- Managed IT infrastructure for a clinical research facility, ensuring network security and system reliability.
- Provided technical support for research staff and maintained electronic medical records systems.
- Led IT projects, including server upgrades, data backup solutions, and compliance with healthcare IT regulations.

IT Support Specialist | VoIP Specialist
IPFone | Miami, FL | 2007 – 2009

- Provided technical support for VoIP telecommunication systems, troubleshooting network and phone system issues.
- Assisted business clients with system installations, configurations, maintenance.

ITEM NO. 14.L

North Bay Village
Recommendation Memorandum

DATE: February 17, 2026

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: Consideration of deed restrictions on 1601 N Treasure Drive, 1657 N Treasure Drive, and 7560 West Treasure Drive

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RECOMMENDATION

BACKGROUND AND ANALYSIS

On September 29, 2025, the Village Commission adopted Resolution No. 2025-091 approving an Amended and Restated Development Agreement (the "Amended DA") pertaining to various properties owned by Sunbeam entities (the "Developer").

Section 7(d) of the Amended DA provides for the Developer to tender an executed, recordable warranty deed to the Village for the following properties to the Village within 90 days of the Amendment Date: 1601 N Treasure Drive, 1657 N Treasure Drive, and 7560 West Treasure Drive. Pursuant to the DA, those properties are to be conveyed as follows:

- Within ninety (90) days of the Amendment Date, the Developer shall tender an executed, recordable warranty deed to the Village for the property located at 7560 West Treasure Drive (identified as Miami-Dade Property Tax Folio No. 23-3209-009-0460), subject only to any (i) open permits, (ii) code enforcement cases, and (iii) a deed restriction or covenant restricting the use of the property to governmental uses;
- Within ninety (90) days of the Amendment Date, the Developer shall tender an executed, recordable warranty deed to the Village for the properties located at 1601-1657 North Treasure Drive (identified as Miami-Dade Property Tax Folio Nos. 23-3209-010-0050 and 23-3209-010-0040) (the “North Treasure Properties”), subject only to any (i) open

permits, (ii) code enforcement cases, and (iii) a deed restriction or covenant restricting the use of the property to a park and other governmental uses, provided a park is initially or concurrently constructed by the Village on at least a portion of the North Treasure Properties.

- Within ninety (90) days of the Amendment Date, the Developer shall contribute $200,000 toward the construction

Subsequent to execution of the Amended DA, the Developer has requested that the deed contain an additional restriction limiting height on the 1601 N Treasure Drive and 1657 N Treasure Drive to 4 stories or 45 feet.

The 1601 N Treasure Drive and 1657 N Treasure Drive properties are currently zoned RM-40. Accordingly, the current maximum height is 45 feet or 4 stories, whichever is less, pursuant to Section 8.10(C)(4)d of the ULDC.

The proposed deed(s) are attached for the Village Commission's consideration.

The Village Commission may agree to accept, accept with conditions, or reject the deed.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TO BE CONSIDERED

PERSONNEL IMPACT
NONE

ATTACHMENTS
Special Warranty Deed-Sunbeam Deed to NBV 1601 and 1657.DOCX

This Instrument was prepared by:

HOWARD L. FRIEDBERG, ESQ.
Gunster, Yoakley & Stewart, P.A.
901 Ponce de Leon Boulevard, Tenth Floor
Coral Gables, FL 33134
(305) 856-2444 PHONE

Tax Folio Nos.:
23-3209-010-0050 and 23-3209-010-0040

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the _____ day of January, 2026, by SUNBEAM DEVELOPMENT CORPORATION, an Indiana corporation, whose address is 1401 79th Street Causeway, Miami, Florida 33141, Attn: Andrew L. Ansin, hereinafter called grantor, to NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation, whose address is 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141, Attn: Village Manager, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in MIAMI-DADE County, Florida, viz:

> The West ½ of Lot 4, all of Lots 5 and 6 and the East ½ of Lot 7, Block 1, of COMMERCIAL ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 52, Page 84, of the Public Records of Miami-Dade County, Florida
> a/k/a 1601 North Treasure Drive, North Bay Village, FL 33141
>
> Together with
>
> The West ½ of Lot 3 and the East ½ of Lot 4, Block 1, of COMMERCIAL ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 52, Page 84, of the Public Records of Miami-Dade County, Florida
> a/k/a 1657 North Treasure Drive, North Bay Village, FL 33141

This conveyance is subject to taxes and assessments for the year 2026 and subsequent years, and conditions, restrictions, easements and other matters of record, without serving to reimpose the same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby specially warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under grantor, but against no other.

BY ITS ACCEPTANCE AND/OR RECORDATION OF THIS DEED, the grantee acknowledges and agrees that this conveyance is subject to the restrictions in favor of the grantor and grantor's affiliates, and their respective successors and assigns, that the said property shall be used only as a public park and other governmental uses and other governmental uses, provided a public park is initially or concurrently constructed by the Village on at least a portion of the subject property, no building on the said property shall exceed the maximum height as permitted pursuant to applicable zoning restrictions effective as of the date of this conveyance, to-wit, forty-five (45') feet or four (4) stories, whichever is less, and such park is named "Ansin Family Park" and a plaque, identifying the park and commemorating Sidney D. Ansin and Edmund N. Ansin and which is mutually acceptable to the grantor and grantee, shall be installed. The foregoing restrictions shall remain in effect for thirty (30) years from the date of recording and shall automatically renew for successive ten (10) year periods unless a written termination thereof is recorded by on or behalf of the said grantor.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

SUNBEAM DEVELOPMENT CORPORATION,
an Indiana corporation

_____
SIGNATURE OF WITNESS

_____
PRINT NAME OF WITNESS

By:_____
Andrew L. Ansin, as President

_____
ADDRESS

_____
ADDRESS

_____
SIGNATURE OF WITNESS

_____
PRINT NAME OF WITNESS

_____
ADDRESS

_____
ADDRESS

ACKNOWLEDGEMENT APPEARS ON NEXT PAGE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to subscribed and acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of January, 2026, by Andrew L. Ansin, as President, of SUNBEAM DEVELOPMENT CORPORATION, an Indiana corporation, who is personally known to me or who has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC STATE OF FLORIDA

_____
Name typed, printed or stamped

My Commission Expires:

ACTIVE:38834372.1