

AGENDA



Life's Just Better Here

**WELCOME TO YOUR CITY COMMISSION MEETING
YOUR INPUT IS ENCOURAGED DURING "COMMENTS FROM THE PUBLIC" AND DURING
ANY SCHEDULED PUBLIC HEARING**

REGULAR CITY COMMISSION MEETING

Tuesday, April 14, 2026

7:00 PM – COMMISSION CHAMBERS

1. CALL TO ORDER

- a. Pledge of Allegiance

2. ROLL CALL

3. ADDITIONS/CHANGES/DELETIONS

At this time, any member of the City Commission or the City Manager may request to add, change, or delete items from the agenda.

4. PROCLAMATIONS

- a. Landscape Architecture Month and Professional Architecture (PLA) Day

5. PRESENTATION

- a. Introduction of the 12th Graduating Class of the 2026 Wilton Manors Citizens Police Academy

6. COMMENTS FROM THE PUBLIC

Any member of the Public may speak on any issue for three (3) minutes.

7. CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine, and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then the item(s) will be removed from the Consent Agenda and will be considered separately.

a. Minutes

- 1. Regular City Commission Meeting, March 10, 2026

b. Invoices

1. **Goren, Cherof, Doody & Ezrol, P.A.**

c. Consent Resolutions

1. **Resolution No. 2026-017:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS, FLORIDA, TO SUBMIT A GRANT APPLICATION TO THE BROWARD COUNTY HOUSING FINANCE AND COMMUNITY DEVELOPMENT DIVISION FOR APPROXIMATELY \$75,000 (52nd YEAR ALLOCATION) IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR IMPROVEMENTS TO THE EXISTING SPLASH PAD AT MICKEL PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

2. **Resolution No. 2026 - 018:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE SURTAX FUNDING AGREEMENT WITH BROWARD COUNTY RELATED TO THE FY 2026 FORMULA-BASED FUNDING ALLOCATION ASSOCIATED WITH THE CITY'S ROADWAY RESURFACING PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

3. **Resolution No. 2026-019:** *(Emergency Management/Utilities)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING THE FILING OF THE CONSENT FINAL JUDGMENT RELATED TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION V. CITY OF WILTON MANORS, 17TH CIRCUIT COURT OF BROWARD COUNTY, CASE NO. CACE25-002946, LITIGATION MATTER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

4. **Resolution No. 2026-020:** *(Emergency Management/Utilities)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH DAVID MANCINI & SONS, INC. TO CONSTRUCT STORMWATER IMPROVEMENTS IN THE VICINITY OF NE CORAL GARDENS DRIVE AND NE 27TH DRIVE WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

5. **Resolution No. 2026-022:** *(Information Technology)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE PROCUREMENT OF AN ACCESS CONTROL SYSTEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

d. **Motion to Approve the purchase of a new virtual server environment system.**

8. **PUBLIC HEARINGS**

a. **Ordinance No. 2026-005:** *(Community Development Services) (Second Reading)*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT REGULATIONS (“ULDR”); AMENDING SECTION 010-030 “TERMS DEFINED”; AMENDING SECTION 020-70 “RESIDENTIAL DISTRICT SCHEDULE OF PERMITTED, CONDITIONAL AND PROHIBITED USE”; AMENDING SECTION 020-120 “MIXED-USE AND PUBLIC/QUASI-PUBLIC DISTRICT PERMITTED, CONDITIONAL AND PROHIBITED USES”; AND AMENDING SECTION 175-030 “RESPONSE TO REASONABLE ACCOMMODATION REQUEST”, PROVIDING FOR COMMUNITY RESIDENTIAL HOMES AND RECOVERY RESIDENCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

9. **ORDINANCES - FIRST READING**

a. **Ordinance No. 2026-007:** *(Community Development Services) (Police) (First Reading)*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING CHAPTER 4 OF THE CITY CODE, ENTITLED “ANIMALS,” SECTIONS 4-14 “DANGEROUS DOGS,” 4-15 “DANGEROUS DOG PENALTIES,” AND 4-16 “RESPONSIBILITIES;” AND 4-21 “ENFORCEMENT; FINES FOR VIOLATION”; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

10. **RESOLUTIONS**

a. **Resolution No. 2026-021:** *(Police)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE ADDENDUM AND MVB3X MODULAR VEHICLE BARRIER SYSTEM PRICE QUOTE WITH ADVANCED SECURITY TECHNOLOGIES LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

11. UNFINISHED BUSINESS

12. REPORTS FROM BOARDS AND ADMINISTRATIVE OFFICIALS

- a. City Manager's Report
- b. City Attorney's Report

13. NEW BUSINESS

- a. Request to Fill Full-time Groundskeeper Vacancy (Parking and Mobility)

14. REQUEST FOR PLACEMENT OF ITEMS ON NEXT MEETING AGENDA

15. ADJOURNMENT

Pursuant to FS. 286.0105, if a person decides to appeal any decision made by the Board, Agency or Commission with respect to any matter considered at such meeting, or hearing, he/she will need a record of the proceedings and that for such purposes he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Any person requiring Auxiliary Aids and Services for the Meeting may call the ADA Coordinator at (954) 390-2120 at least two working days prior to the meeting. If you are Hearing or Speech impaired, please contact the Florida Relay Services by using the following phone numbers: 1-800-955-8770 (Voice) 1-800-955-8771 (tdd)

WHEREAS, landscape architecture encompasses the analysis, planning, design, and stewardship of the natural and built environment, translating vision into action to shape places that are healthy, safe and resilient.

WHEREAS, Wednesday, April 1, 2026, was recognized as Professional Landscape Architecture (PLA) Day, celebrating the licensed professionals whose expertise in science, technology, engineering, and mathematics (STEM) is essential to the infrastructure and quality of life in the City of Wilton Manors; and

WHEREAS, as the United States approaches America 250, we recognize that landscape architects have historically shaped—and continue to steward—the American landscape, creating enduring places that embody democratic values and cultural heritage, and advance opportunities for future generations; and

WHEREAS, the licensed practice of landscape architecture is a critical safeguard for public health, safety, and welfare, ensuring that outdoor environments—from therapeutic gardens and playgrounds to complex stormwater and transportation systems—are designed with technical rigor and ethical responsibility; and

WHEREAS, landscape architects are uniquely qualified to address a changing climate through resilient and sustainable green infrastructure design strategies that restore ecosystems, mitigate environmental hazards, and reduce the long-term financial burden of disaster recovery on state and local governments; and

WHEREAS, the economy of the City of Wilton Manors is strengthened by the work of licensed landscape architects and the accredited programs at Florida International University and the University of Florida, who together foster tourism, economic development, and environmental protection; and

WHEREAS, landscape architecture is a regulated profession in all 50 states, and the Florida Department of Business and Professional Regulation ensures the highest standards of professional competence through rigorous education, experience, and examination requirements; and

NOW, THEREFORE, BE IT RESOLVED that the City of Wilton Manors does hereby designate April 2026 as

LANDSCAPE ARCHITECTURE MONTH

AND

WEDNESDAY, APRIL 1, 2026, AS

PROFESSIONAL LANDSCAPE ARCHITECTURE (PLA) DAY,

in the City of Wilton Manors and calling upon all citizens to celebrate Landscape Architecture in Action and the essential role landscape architects play in shaping a resilient, safe, and enduring American landscape as we move toward America 250.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Wilton Manors to be affixed on this 14th day of April 2026.

SCOTT NEWTON, MAYOR
The City of Wilton Manors

MINUTES



REGULAR CITY COMMISSION MEETING Tuesday, March 10, 2026 7:00 PM – COMMISSION CHAMBERS

CALL TO ORDER

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

Pledge of Allegiance

Commissioner Mike Bracchi led the Pledge of Allegiance.

ROLL CALL

City Clerk Elizabeth Garcia-Beckford called the roll. Present were Mayor Scott Newton (by phone), Vice Mayor Chris Caputo, Commissioner Mike Bracchi, Commissioner Don D'Arminio, and Commissioner Paul Rolli. A quorum was present. Also in attendance were City Manager Leigh Ann Henderson and City Attorney Kerry Ezrol.

ADDITIONS / CHANGES / DELETIONS

Commissioner Rolli requested that a discussion of permit processing be added under New Business.

PROCLAMATIONS

Women's History Month

Vice Mayor Caputo read a Proclamation designating March 2026 as Women's History Month. He provided individual Proclamations recognizing the contributions of Wilton Manors Women's History Month honorees Azita Behmardi, Robin Bodiford, Dr. Luisa Montoya, Lali Safavi, and Monique Force-Setlock, and declared March 10, 2026 to be a day honoring all five recipients.

Colorectal Cancer Awareness Month

Vice Mayor Caputo read a Proclamation designating March 2026 as Colorectal Cancer Awareness

Month. Kasia Orzechowska, Ambassador/Advocate for Fight Colorectal Cancer, accepted the Proclamation.

Mayor Newton joined the meeting in person at 7:15 p.m.

PRESENTATION

FPL Update on Rate Changes

Baldwyn English, Broward County External Affairs Manager for Florida Power and Light (FPL), gave a presentation on rate changes. FPL went through the rate case process in 2025, and new rates for the next four years became effective in January 2026. By Statute, FPL is required to come before the Public Service Commission every two years to lay out its plans for rates over at least a two-year period. The 2025 process approved a settlement that sets bills and rate certainty from 2026 until 2029. The rates allow FPL to continue investing in the power grid as well as undergrounding and other hardening initiatives and projects.

The rate plan was approved after 10 public hearings, two of which were held in Broward County. Mr. English encouraged residents to download the FPL mobile app, which allows for information-sharing and reporting.

REPORT FROM POLICE DEPARTMENT

Wilton Manors Police Chief Gary Blocker reported that spring break season is underway. He emphasized that the Police Department has an action plan in place to support proactive public safety efforts. Components of this plan include but are not limited to:

- Enhanced focus in the Arts & Entertainment District, including restaurants, bars, and nightclubs, which are asked to maintain strict procedures to prevent underage drinking and employ early intervention protocols to discourage over-intoxication
- Monitoring of short-term rental units; venues hosting spring break customers are asked to be proactive in making sure their guests do not negatively impact residents

Residents are encouraged to call 911 to report any emergencies. For non-emergency Police and Code Compliance assistance, they may call (954) 493-4357 (493-HELP). Additional information and safety tips will be issued via social media outlets.

Commissioner D'Arminio noted that there have been recent issues with the City's homeless population, particularly in Justin Flippen Park, and requested clarification of what action the Police Department can take. Chief Blocker replied that the City's Homeless Outreach Sergeant has been asked to address these matters through an action plan for Justin Flippen Park. The Department is on schedule to conduct additional park checks, as well as checks in other areas of the City where homeless individuals may congregate. Individuals may be trespassed from City parks if illegal activities occur, and additional lawful action may be taken as well.

Commissioner Bracchi also requested an update on the City's license plate reader (LPR) cameras. Chief Blocker replied that all but one of the 24 cameras have been installed and are helpful to

Officers issuing real-time alerts and partnering with other communities. They have provided significant assistance in the recovery of stolen vehicles and other property.

COMMENTS FROM THE PUBLIC

At this time Mayor Newton opened public comment.

Jake Valentine, 1109 NW 30 Court, observed that few women in Wilton Manors have served as City elected officials or on the City's more powerful advisory boards. He emphasized the importance of institutional knowledge and recommend the City encourage and foster the participation of more women in office.

Arlene Lancaster, 2209 NW 2 Avenue, requested that the Commission fund the Library Page position at the Wilton Manors Library. She described the library as a hub of the community for people of all ages and backgrounds at no charge. The library is known for its quality of service, which has been interrupted by reductions in staff hours. The funding of another Page will help maintain these standards. She encouraged all present to visit the library.

Gwen Beattie, 4410 NW 12 Terrace, stated that Rotary Connection provides free transportation for homeless persons to access needed resources. Two of its bus stops are located in Wilton Manors. Rotary Connection provides transportation to hospitals, food services, mailboxes, documentation services, and more.

Howard Howell, 648-652 W Oakland Park Boulevard, explained that he and his wife own the property at this address, which is the subject of foreclosure proceedings of which he was not previously aware. He recently became aware of the lien on the property as well as of the City's lien amnesty program. He requested that the Commission extend leniency in this case by reducing the lien, granting amnesty, or other action they see fit.

With no other individuals wishing to speak at this time, Mayor Newton closed public comment.

CONSENT AGENDA

Vice Mayor Caputo made a motion to approve the Consent Agenda. Commissioner Rolli seconded the motion, which prevailed by unanimous roll call vote (5-0).

Minutes

- **Regular City Commission Meeting, February 10, 2026**

Invoices

- **Goren, Cherof, Doody & Ezrol, P.A.**

Consent Resolutions

Resolution No. 2026-014: *(Police)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE ADDENDUM AND MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 2026-015: *(City Manager's Office)*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH THE SCARLETT GROUP, LLC FOR INFORMATION TECHNOLOGY CONSULTING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve the purchase of one (1) replacement Ford Responder Police F150 Vehicle

Update to the Personnel and Safety Rules and Regulations (Disaster Response Meals)

End of Consent Agenda

PUBLIC HEARINGS

Ordinance No. 2026-004: *(Second Reading)*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING CHAPTER 2, ARTICLE III., DIVISION 4, "LIBRARY ADVISORY BOARD", SECTION 2-36 "CREATION, QUALIFICATION OF MEMBERS, TERM OF OFFICE" OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Garcia-Beckford read the Ordinance by title only.

Vice Mayor Caputo made a motion to approve Ordinance 2026-004. Commissioner D'Arminio seconded the motion.

City Manager Leigh Ann Henderson recalled that this item was originally proposed by members of the City's Library Advisory Board. The Commission directed Staff to bring forward an Ordinance changing the composition of that board from five to seven members. Tonight constitutes the second reading and public hearing for the proposed Ordinance, which will take effect on October 1, 2026.

Commissioner Rolli commented that the purpose of this board is to advise the Commission on library operations; however, while some board members have shared their thoughts on particular

issues, he did not recall receiving any formal recommendations from that board. He hoped that the Commission would see more recommendations following the expansion of the board's membership.

At this time Mayor Newton opened the public hearing, which he closed upon receiving no input.

The motion prevailed by unanimous roll call vote (5-0).

ORDINANCES – FIRST READING

Ordinance No. 2026-005: *(Community Development Services) (First Reading)*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT REGULATIONS (“ULDR”); AMENDING SECTION 010-030 “TERMS DEFINED”; AMENDING SECTION 020-70 “RESIDENTIAL DISTRICT SCHEDULE OF PERMITTED, CONDITIONAL AND PROHIBITED USE”; AMENDING SECTION 020-120 “MIXED-USE AND PUBLIC/QUASI-PUBLIC DISTRICT PERMITTED, CONDITIONAL AND PROHIBITED USES”; AND AMENDING SECTION 175-030 “RESPONSE TO REASONABLE ACCOMMODATION REQUEST”, PROVIDING FOR COMMUNITY RESIDENTIAL HOMES AND RECOVERY RESIDENCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Garcia-Beckford read the Ordinance by title only.

Commissioner D’Arminio made a motion to approve Ordinance 2026-005. Vice Mayor Caputo seconded the motion.

City Manager Henderson explained that this Ordinance will help the City meet its statutory requirement to establish application procedures for owners of recovery residences to request reasonable accommodations from local zoning regulations. It establishes a distance requirement between recovery facilities.

Commissioner Bracchi noted that one member of the Planning and Zoning Board had dissented in that Board’s approval of the proposed Ordinance. Community Development Services Director Roberta Moore replied that the board member had requested clarification of the term “significant.” City Attorney Kerry Ezrol further clarified that the use of this term came directly from State Statutes. No definition had been found under state law.

Commissioner D’Arminio asked if recovery residences would be required to be permitted in Transit-Oriented Corridors (TOCs), should an application be submitted for one of these districts. City Attorney Ezrol advised that Ordinance 2026-005 is based specifically on state statutory requirements, which do not require the City to provide a reasonable accommodation process under any conditions other than residentially zoned properties; however, this does not mean that an entity cannot make a request for reasonable accommodation to locate in a different zoning category.

Commissioner D'Arminio observed that there is a 14-day time frame in which any violations must be cured or the City may revoke the facility's license. He asked if this requirement is part of the statute. City Attorney Ezrol replied that the portion of the Ordinance providing for a revocation process was added at the request of staff.

The motion prevailed by unanimous roll call vote (5-0).

Ordinance No. 2026-006: *(Community Development Services) (First Reading)*
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT REGULATIONS ("ULDR") BY AMENDING SECTION 065-020 "GENERAL APPLICATION PROCESSING REQUIREMENTS"; AND BY AMENDING SECTION 080-020 "APPLICABILITY"; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Garcia-Beckford read the Ordinance by title only.

Vice Mayor Caputo made a motion to approve Ordinance 2026-006. Commissioner D'Arminio seconded the motion.

City Manager Henderson explained that this Ordinance also ensures the City meets the requirements of new state legislation. It amends Code to provide detail on the minimum information necessary for development permit applications. It also revises time frames for the processing of development permit applications and orders. The City will have 30 days to confirm receipt of applications and notify the applicant of any deficiencies. The applicant will then have 30 days to submit the required information.

In the case of non-quasi-judicial projects that do not require a public hearing, the City must either approve, approve with conditions, or deny the application within 120 days. Any application requiring the quasi-judicial process or a public hearing must be completed within 180 days.

The motion prevailed by unanimous roll call vote (5-0).

Director Moore introduced Assistant Community Development Services Director Christian Cervantes to all present.

Mayor Newton requested information on the City's recent change back to the Citizenserve platform. City Manager Henderson replied that all is up and running. Both staff and a consultant provided additional time to make sure the conversion is running smoothly. Any items submitted during the transition period have been uploaded and are now publicly searchable.

REPORTS FROM BOARDS AND ADMINISTRATIVE OFFICIALS

City Manager's Report

City Manager Henderson advised that in order for an item to be placed on the state ballot to amend the Florida Constitution, matching bills must be passed by both the House and Senate. The Governor has indicated that he will call legislators back for a special session to address property taxes. There are also other issues that must be addressed by the State Legislature, including adoption of a state budget and a special session related to Congressional redistricting. It is not known what will come of property tax initiatives at this time.

City Attorney's Report

City Attorney Ezrol advised that he re-published an earlier opinion issued in 2024 which dealt with First Amendment issues and the blocking of social media accounts. This opinion was based on *Lindke v. Fried*, which was a U.S. Supreme Court case decided in 2024. He reviewed details of the case, which has been returned to District Court for additional discovery. The issue is whether or not a municipal official's personal social media account constitutes state action. The case has not yet been finalized.

NEW BUSINESS

Request to Fill Part-Time Library Page Position

Commissioner D'Arminio made a motion to approve filling the part-time Library Page position. Vice Mayor Caputo seconded the motion.

Commissioner Rolli stated that he would like to know how many vacancies had occurred since the hiring freeze, which requires all positions to come before the Commission for approval, was put into place. He also wished to know how many vacant positions have been filled and how many current vacancies remain.

City Manager Henderson explained that before any position is brought before the Commission, staff evaluates it for multiple aspects, including:

- Which services are impacted
- Whether another employee could do the work
- Whether the specific work must be done

Not all vacant positions have been brought forward, as these evaluations have identified some positions which could wait to be filled until there is more certainty regarding property tax reform. She recalled that the fiscal year (FY) 2026 budget cut the library's part-time hours by over 40%. When the budget was adopted, the Commission directed staff to try to maintain the library's operating hours without reducing days of service or large cuts to hours. As a result, operational changes have been made.

The library is now at a critical staffing level, with another position currently unfilled in addition to the open Library Page position. Three people are needed in the building at all times to maintain safe coverage. This minimum staffing level is difficult to maintain with current staff.

Commissioner Rolli concluded that he would like more of this level of discussion to be provided

to the Commissioners in the future.

Vice Mayor Caputo stated that while he supports filling the Library Page position, he agreed with some of Commissioner Rolli's concerns, including the need for backup information showing alternatives to filling a given position.

Commissioner D'Arminio pointed out that the Library Page position is the lowest-paid position in the City. The position is approximately 16 hours/week, totaling roughly \$14,000/year. He concluded that he was supportive of filling the position.

Commissioner Bracchi also addressed the need for additional backup information so the Commissioners can make better decisions in the future. He requested clarification of safety concerns. Leisure Services Director Michelle Parks replied that because there are blind spots at the library, safe coverage requires a minimum of three staff members at any time.

Commissioner Bracchi continued that if property tax reform occurs, it is likely that the City will be unable to retain its library at all. He concluded that he supported filling the position.

Mayor Newton stated that the City's taxpayers expect more from Wilton Manors than other Broward County residents may expect from their municipalities. Cutting the position would negatively affect quality of service.

The motion prevailed by unanimous roll call vote (5-0).

Request to Fill Part-Time IT Analyst Position

Vice Mayor Caputo made a motion to approve filling the part-time IT Analyst position. Commissioner D'Arminio seconded the motion.

City Manager Henderson explained that the City's Information Technology (IT) Department consists of three full-time employees and one part-time employee. This Department supports 24-hour operations of all City communications functions, software, servers, phone systems, platforms, and more.

At a previous Commission meeting, the Commission authorized staff to fill the vacant position of IT Director. This was done through internal promotion, which left a vacancy that could potentially create liabilities for the City. Alternatives considered included downgrades to the position in the City's payment classification system, resulting in a 7% savings in the IT staffing budget.

The motion prevailed by unanimous roll call vote (5-0).

Lien Amnesty and Foreclosure Program update as requested by Vice Mayor Chris Caputo

Chief Blocker recalled that the Commission approved a Lien Amnesty Program for a period of 12 months from July 2025 through June 2026. During the first nine months, eligible homesteaded properties could receive reductions of up to 90%, with eligible non-homesteaded properties

receiving up to 75%. The last three months of the program would provide eligible homesteaded properties with up to 80% reductions, with eligible non-homesteaded properties receiving up to 65%.

Chief Blocker reported that between September 12, 2025 and February 17, 2026, the program received 26 applications, of which all 26 were approved. The amount forgiven was just over \$512,000. Reduced lien amounts recovered came to over \$153,000. 20 applications came from the City's Central Area.

Chief Blocker reviewed point-in-time information related to liens, as well as the homestead status of the properties to which liens have been attached. Eligible liens have increased from 123 to 140 between September 2025 and February 2026. Staff has reviewed 22 of these liens, with 20 referred to the City's Legal Department and three liens not foreclosed upon. Staff is preparing to bring four potential foreclosure cases before the Commission for review. A list of lien foreclosures currently being pursued is included in the Commissioners' backup materials. Over the last two to three weeks, an additional enhancement has been added to the program in which notices of violation are posted at City Hall as well as on the subject properties.

Challenges related to the programs include case complexities, proper notice, lack of documentation, and the departure of a staff member. Chief Blocker asserted that he remains committed to finding the right way to proceed. He is considering a partnership with the City's legal team for the processing of cases, and emphasized the importance of sustaining the City's levels of service.

Vice Mayor Caputo emphasized the importance of lien and foreclosure funds to the City's budget, which can serve as a funding mechanism in the event that property tax revenue is lost as a source. He also noted that more eligible liens are being identified, which shows there are properties not properly cared for within the City. He felt these factors made the Lien Amnesty and Foreclosure Programs worth their costs.

Filling Extraordinary Vacancies as requested by Commissioner Mike Bracchi

Commissioner Bracchi explained that he had proposed this agenda item to make sure residents are aware that the Florida House of Representatives has passed a bill preventing cities and counties from spending money on any diversity, equality, or inclusion (DEI) programs. The Governor plans to sign this bill into law. Impacts may be far-reaching; for example, activities such as a Resolution proclaiming various History Months, association with religious holidays, festivals celebrating specific communities, and activity in support of the rights of protected groups can no longer be supported financially by the City.

The new law allows citizens to sue their local governments if they spend any funds or issue Resolutions of this nature. If a city is found to be in violation, the Governor may remove entire elected bodies. He pointed out that in the event of extraordinary vacancies in elected positions, the City's Charter provides the Governor with authority to appoint a new Commission.

Commissioner Bracchi recommended taking a closer look at what would be involved to propose a

Charter amendment that could be placed on the ballot in November 2026.

City Manager Henderson stated that the City would need to submit ballot language to the Supervisor of Elections no later than June 8, 2026. An Ordinance would need to be passed by the City Commission, which would require its reading before at least two City Commission meetings. Mayor Newton recommended bringing back language for consideration at the next Commission meeting.

Vice Mayor Caputo observed that he would like to see two issues addressed: determining what the Commission is and is not allowed to do under the new law, and clarification of the full impacts of the bill.

City Attorney Ezrol stated that he could draft an Ordinance to amend the Charter based on the Commission's desires; however, he cautioned that they should consider the potential consequences of this action. He strongly recommended developing backup plans as well as revisiting previous discussions of filling vacancies, concluding that any legal action could be subject to challenge.

Permit Processing as requested by Commissioner Paul Rolli

Commissioner Rolli expressed concern that the City selected a company to undertake its permit processing, which ultimately did not work well for the City. He requested information at a future meeting on the selection process for that company, including how the City can learn from that previous situation. City Manager Henderson confirmed that this would be placed on the next Commission Agenda.

REQUEST FOR PLACEMENT OF ITEMS ON NEXT MEETING AGENDA

Commissioner Rolli also requested that a discussion of two lots at Colohatchee Park be placed on the next Agenda as well.

ADJOURNMENT

The meeting was adjourned at 8:57 p.m.

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors, FL 33305

Attn: Finance / Accounts Pay

Page: 1
03/25/2026
ACCOUNT NO.: 2976-9902521
STATEMENT NO.: 77554

v. Harvest International Investments LLC

03/25/2026	Filing fee: Clerk of Court (Complaint)	1,906.00
03/25/2026	Filing fee: Clerk of Court (Summons)	65.00
	TOTAL ADVANCES	<u>1,971.00</u>
	TOTAL CURRENT WORK	1,971.00
	BALANCE DUE	<u>\$1,971.00</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

Page: 1
04/01/2026
ACCOUNT NO: 2976-9201291
STATEMENT NO: 77928

Attn: Finance / Accounts Payable

MDL

General Matters

STATEMENT FOR PROFESSIONAL SERVICES RENDERED	
FOR CURRENT SERVICES RENDERED	16,032.08
TOTAL CURRENT WORK	16,032.08
BALANCE DUE	<u>\$16,032.08</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-0200190
 STATEMENT NO: 77926

MDC

Utility Liens

			HOURS
03/16/2026	KL	E-record Utility Liens for properties located at 1401 NE 21 Street and 1622 NE 25 Street.	0.10
03/25/2026	KLE	Review docs, prep Lien re: 2924 NW 9 Ter.	0.50
03/26/2026	KLE	Review docs, prep utility lien 311 NE 22 St.	0.50
		FOR CURRENT SERVICES RENDERED	1.10
			290.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	1.00	\$275.00	\$275.00
Kimberly Longo	0.10	150.00	15.00

Photocopies 0.35
 TOTAL OUT-OF-POCKET EXPENSES THROUGH 03/31/2026 0.35

03/16/2026	Filing fee: Simplifile (Lien - 1401 NE 21st Street, No. 1-2)	17.50
03/16/2026	Filing fee: Simplifile (Lien - 1618-1622 NE 25th Street, No. 1-2)	17.50
03/24/2026	O&E Search: Old Republic National Title Ins. Co.	200.00
03/26/2026	O&E Search: Old Republic National Title Ins. Co.	200.00
03/26/2026	Filing fee: Simplifile (Release of Lien - 904 NE 28th Street)	17.50
	TOTAL ADVANCES	452.50

TOTAL CURRENT WORK 742.85

BALANCE DUE \$742.85

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

Page: 1
04/01/2026
ACCOUNT NO: 2976-0601460
STATEMENT NO: 77927

Attn: Finance / Accounts Payable

MDC

Police - General Matters

			HOURS	
03/02/2026	AGL	Prepare revisions to RPO forms with respect to specific language distinctions used on orders and filings in first RPOs and in Motions for Extension	0.60	
		FOR CURRENT SERVICES RENDERED	0.60	165.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	Adam G. Levine		0.60	\$275.00
				<u>TOTAL</u>
				\$165.00
		TOTAL CURRENT WORK		165.00
		BALANCE DUE		<u>\$165.00</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Attn: Finance / Accounts Payable

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902152
 STATEMENT NO: 77929

MDC

ULDR

			HOURS	
03/23/2026	KLE	Review DOs re: Bell Pharmacy.	0.40	
03/25/2026	KLE	Review and revise DOs for Bell Pharmacy and email to Evy.	0.80	
		FOR CURRENT SERVICES RENDERED	1.20	330.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	1.20	\$275.00	\$330.00

TOTAL CURRENT WORK 330.00

BALANCE DUE \$330.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

Page: 1
04/01/2026
ACCOUNT NO: 2976-9902164
STATEMENT NO: 77930

Attn: Finance / Accounts Payable



Charter Review

			HOURS		
03/11/2026	KLE	Prep ordinance, conference with Karina Noguerras re:: research, research.	1.20		
03/12/2026	KN	Research AG opinions re: vacancies, review Florida Constitution, review cases on westlaw	2.60		
03/13/2026	KN	Research AG opinions re: vacancies, review Florida Constitution, statutes, review cases on westlaw	3.20		
03/16/2026	KLE	Review and revise Ordinance, research.	1.70		
	KN	Draft response to KLE on charter revision for vacancies; continue research	2.70		
03/17/2026	KLE	Research.	0.50		
	KN	Meet with KLE re: research	0.40		
03/31/2026	MDC	review ordinance and proposed ballot question re: extraordinary vacancies, provide comments to Kerry Ezrol	0.50		
	KLE	Review and revise charter ordinance.	1.20		
		FOR CURRENT SERVICES RENDERED	14.00	3,850.00	

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	4.60	\$275.00	\$1,265.00
Michael D. Cirullo, Jr.	0.50	275.00	137.50
Karina Noguerras	8.90	275.00	2,447.50

03/31/2026	KN	Professional Courtesy Discount	-4.90	-1,347.50
		TOTAL CREDITS FOR FEES	-4.90	-1,347.50
		TOTAL CURRENT WORK		2,502.50
		BALANCE DUE		\$2,502.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902173
 STATEMENT NO: 77931

Attn: Finance / Accounts Payable

MDC

Fort Lauderdale Water Rates

			HOURS	
03/11/2026	KLE	Emails/TTs to various prospective counsel.	0.80	
03/13/2026	KLE	Attend Call with Ellie Neiberger et al, Attend call with John Fiveash.	1.20	
		FOR CURRENT SERVICES RENDERED	2.00	<u>550.00</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	2.00	\$275.00	\$550.00

TOTAL CURRENT WORK 550.00

BALANCE DUE \$550.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

Page: 1

04/01/2026

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

ACCOUNT NO: 2976-9902262
STATEMENT NO: 77932

Attn: Finance / Accounts Payable

MOL

Code Enforcement

			HOURS
03/02/2026	ASB	Research of administrative remedies, case law.	0.50
	ASB	Review of file, case law, statutes and ordinances to prepare for hearing re: Singhal	1.50
03/03/2026	ASB	Review of file, case law, statutes and ordinances to prepare for hearing re: Singhal	1.50
	ASB	Email to Izabella Mesa and review of email; discussion with Kerry Ezrol.	0.20
	ASB	Review of Mangrove Protection Act; preparation for code enforcement hearing.	2.00
	KLE	Review docs, prep for SM hearing re: Singhal, conference with Aaron Brenker, review research, TT Abel.	1.70
	ASB	Discussion with Kerry Ezrol.	0.30
03/04/2026	ASB	Attendance/travel to SM hearing re: Singhal	2.50
	KLE	Prep for and attend SM mtg re: Singhal P/L	2.00
	KLE	Email to Chief re: follow up re: Singhal.	0.30
03/05/2026	ASB	Research of case law and statutes re: Singhal	1.50
	KLE	TF Chief Blocker.	0.20
	KLE	Review docs prep Release of code lien 25-001036.	0.70
	KLE	Review docs, prep Release of code lien 23-003380.	0.70
	KLE	Review docs., prep Release of code lien 25-002124.	0.70
03/10/2026	KLE	Review Singhal complaint from Magistrate McKenney and forward to city.	0.70
03/12/2026	ASB	Review of Roy Singhal Complaint.	0.50
	KLE	Review docs re: status of code enforcement cases received and compare to Chief's list, conference with Jennifer.	0.60
03/13/2026	KLE	TT Magistrate Mckenney.	0.30
03/16/2026	KL	E-Record Releases for properties located at 1424 NE 23rd Street; 1401 NE 21Street Street, 1040 NW 30th Court, 2149 NE 27th Drive and 664 Kensington Place.	0.20
03/17/2026	KLE	Review documents, and prep release of liens for 1675 Coral Gardens Drive.	1.40
03/18/2026	KLE	Review docs, prep Release of Utility Lien 904 NE 28 ST.	0.70
03/20/2026	KLE	Review email from Chief re: status.	0.30

Code Enforcement

			HOURS
03/23/2026	KLE	Emails from and to Abel et al re: Code Case No.'s 23-01333 and 23-000839 (Property Address: 2424 NW 8th Avenue, review documents.	0.80
03/25/2026	KLE	Review documents, prep Release of Code Lien 25-000906.	0.70
03/26/2026	ASB	Citizenserve training with Chief Blocker; travel.	2.00
03/30/2026	ASB	Review of Attorney General Opinion regarding Shopping Cart Retention Policy.	0.50
	ASB	Review of Ordinance 841.	0.80
	ASB	Review of Ordinance 906.	0.80
	ASB	Review of House Bill Number 7239	0.30
	ASB	Review of statute 506.5131	0.20
	ASB	Review of Florida Retail Federation letter regarding Shopping Cart Ordinance.	0.30
03/31/2026	KLE	Review docs prep Release of Code Liens 24-000503 and 23-003126.	1.20
		FOR CURRENT SERVICES RENDERED	28.60
			7,840.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	13.00	\$275.00	\$3,575.00
Aaron S. Brenker	15.40	275.00	4,235.00
Kimberly Longo	0.20	150.00	30.00

03/16/2026	Filing fee: Simplifile (Release of Lien - 1424 NE 23rd Street)	17.50
03/16/2026	Filing fee: Simplifile (Release of Lien - 1401 NE 21st Street)	17.50
03/16/2026	Filing fee: Simplifile (Release of Lien - 1040 NE 30th Court)	17.50
03/16/2026	Filing fee: Simplifile (Release of Lien - 2149 NE 27th Drive)	17.50
03/16/2026	Filing fee: Simplifile (Release of Lien - 664 Kensington Place)	17.50
03/26/2026	Filing fee: Simplifile (Release of Lien - 1675 Coral Gardens Drive)	17.50
	TOTAL ADVANCES	105.00
	TOTAL CURRENT WORK	7,945.00
	BALANCE DUE	\$7,945.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902263
 STATEMENT NO: 77933

Attn: Finance / Accounts Payable

MAL

Office Inspector General Matters

			HOURS	
03/11/2026	KLE	Review documents from Dio.	0.70	
03/12/2026	KLE	Review documents, TT Dio, TT Kathy McIntire.	0.80	
03/16/2026	KLE	TF Kathy Mcintire, email from Kathy Macintire and to Dio.	0.30	
		FOR CURRENT SERVICES RENDERED	1.80	495.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	1.80	\$275.00	\$495.00

TOTAL CURRENT WORK 495.00

BALANCE DUE \$495.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902433
 STATEMENT NO: 77934

Attn: Finance / Accounts Payable

Stonewall Pride Sponsorship

			HOURS	
03/10/2026	SN	Review Stonewall festival permit request with new information requested in the permit application.	0.50	
03/12/2026	SN	Review event permit for City obligations/sponsorship; review SB 1134.	0.50	
03/13/2026	SN	Confer with Kerry regarding the permit requirements.	0.40	
	KLE	Research, review permit.	0.60	
FOR CURRENT SERVICES RENDERED			2.00	550.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	0.60	\$275.00	\$165.00
Susannah Nesmith	1.40	275.00	385.00

TOTAL CURRENT WORK 550.00

BALANCE DUE \$550.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Attn: Finance / Accounts Payable

ACCOUNT NO:
 STATEMENT NO:

Page: 1
 04/01/2026
 2976-9902456
 77935

Agreement with Kimley-Horn for Eng. Design Service for Construction Projects-Lift Station #8

			HOURS
03/02/2026	KLE	Review docs from City re: 5th amendment.	0.80
03/03/2026	KLE	Review docs from City re: 5th amendment, research.	0.60
03/05/2026	KLE	Review and revise amendment 5.	<u>0.70</u>
FOR CURRENT SERVICES RENDERED			2.10
			<u>577.50</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	2.10	\$275.00	\$577.50

TOTAL CURRENT WORK 577.50

BALANCE DUE \$577.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

Page: 1
04/01/2026
ACCOUNT NO: 2976-9902482
STATEMENT NO: 77936

Attn: Finance / Accounts Payable

MDC

v. Blue Sky Investment Group LLC (Code Lien Foreclosure)

			HOURS
03/02/2026	AGL	Receipt and review motion to vacate default	0.20
	AGL	Receipt and review clerk default Muriel Theophin	0.20
	AGL	Receipt and review clerk default Rooveline THEophin	0.20
	AGL	Receipt and review clerk default samantha theophin	0.20
	AGL	Receipt and review clerk default state of florida	0.20
	AGL	Receipt and review clerk default vanda theophin	0.20
	AGL	Receipt and review clerk default erman theophin	0.20
03/06/2026	CLD	Drafted/finalized/filed Notice of Filing Affidavit of Due Diligent Search.	0.40
03/17/2026	CLD	Finalized/filed second Notice of Action.	0.30
03/19/2026	AGL	Prepare verified motion to extend time to serve	1.60
	AGL	Brief research for cases to support motion to extend time to serve	0.60
	AGL	Prepare proposed order on motion to extend	0.40
	AGL	Review division rules regarding submission of motion	0.30
	AGL	Preparation of memorandum of law to be incorporated into motion to extend	0.90
03/20/2026	AGL	Review, amend and finalize Notice of dropping parties (unknown heirs of fontane theophin)	0.20
	AGL	Review, amend and finalize Notice of action for Gerard Theophin	0.20
	CLD	Drafted/finalized/filed Notice of Action as to Gerard Theophin and Notice of Dropping Party Unknown Heirs.	1.00
03/23/2026	AGL	Receipt and review Notice of action issued by the clerk of the courts	0.20
	AGL	Correspondence with Kerry Ezrol regarding how to proceed with regard to service on the unknown spouse who filed an answer but was not served and is not named; review answer and affirmative defenses and prior waiver of service of process for Marcia Howell	0.30
	CLD	Generated Sun-Sentinel publication notice re: Gerard Theophin Notice of Action (4 week publication).	0.70
03/27/2026	AGL	Receipt and review of motion to vacate default	0.20
	AGL	Prepare email to defense counsel regarding potential agree order	0.20
	AGL	Receipt and review proposed agreed order	0.20
	AGL	Receipt and review of email from Defense counsel to judge with proposed agreed order.	0.20
03/31/2026	AGL	Review of file to determine if City's reply to affirmative defenses were approved.	0.20

v. Blue Sky Investment Group LLC (Code Lien Foreclosure)

	<u>HOURS</u>	<u>2,312.50</u>
FOR CURRENT SERVICES RENDERED	9.50	

		RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
Cynthia L. Dunn	2.40	\$150.00	\$360.00	
Adam G. Levine	7.10	275.00	1,952.50	

Photocopies	19.25
TOTAL OUT-OF-POCKET EXPENSES THROUGH 03/31/2026	<u>19.25</u>

01/21/2026	Service of Process: Compass Investigations (Non-Served Gerard Theophin)	434.50
03/05/2026	Service of Process: Compass Investigations (ROS Gerard Theophin-diligence affidavit)	75.00
03/23/2026	Filing fee: Sun Sentinel	348.00
	TOTAL ADVANCES	<u>857.50</u>
	TOTAL CURRENT WORK	3,189.25
	BALANCE DUE	<u>\$3,189.25</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

Page: 1
04/01/2026
ACCOUNT NO: 2976-9902495
STATEMENT NO: 77937

Attn: Finance / Accounts Payable



v. Howell, Marcia (Code Lien Foreclosure)

03/02/2026	KLE	TT Mr. Howell.						HOURS	
								0.20	
03/10/2026	KLE	Prep for Commission mtg, review documents.						0.30	
03/12/2026	KLE	Email from and to atty Maria Jacome.						0.20	
03/17/2026	AGL	Receipt and review notice of appearance for Defendant						0.20	
	AGL	Receipt and review notice of unavailability						0.20	
03/20/2026	KLE	Review answer and aff defenses.						0.70	
03/23/2026	AGL	Prepare correspondence to Defendant's counsel regarding waiver and acknowledgement of service of process for unknown spouse of Marcia Howell						0.20	
03/24/2026	AGL	Receipt and review correspondence advising that defense counsel can accept service on behalf of unknown spouse						0.20	
	AGL	Prepare waiver and acceptance of service						0.50	
	AGL	Prepare correspondence to Defense counsel attaching proposed waiver and acceptance of service.						0.20	
03/25/2026	AGL	Receipt and review signed waiver and acceptance of service						0.20	
	AGL	Finalize proposed order on hearing on Respondents motion for judicial notice and in camera review.						0.20	
	AGL	Receipt and review and reply to Respondent objecting to the form of the order						0.20	
	AGL	Prepare correspondence to the court attaching proposed order, and advising that Respondent objects						0.20	
	CLD	Drafted/finalized/filed Notice of Filing for waiver of service as to unknown spouse.						0.50	
03/31/2026	AGL	Review of file to determine if City's reply to affirmative defenses were approved. Receipt and review						0.20	
		FOR CURRENT SERVICES RENDERED						4.40	1,147.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	1.40	\$275.00	\$385.00
Cynthia L. Dunn	0.50	150.00	75.00
Adam G. Levine	2.50	275.00	687.50

v. Howell, Marcia (Code Lien Foreclosure)

		HOURS
03/13/2026	Court Reporter: Prestige Reporting Service (meeting dated 02-24-26)	<u>496.00</u>
	TOTAL ADVANCES	496.00
	TOTAL CURRENT WORK	1,643.50
	BALANCE DUE	<u>\$1,643.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

Attn: Finance / Accounts Payable

Page: 1
04/01/2026
ACCOUNT NO: 2976-9902512
STATEMENT NO: 77938

vs. U.S. Bank NA TRUSTEE (Code Enforcement Foreclosure: 637 NW 29th Court)

			HOURS
03/03/2026	KLE	Prep for staff mtg.	0.30
03/04/2026	ASB	Telephone call to opposing counsel.	0.10
	ASB	Email to Kerry Ezrol.	0.10
	ASB	Research on Defendant's corporate structure.	0.20
	ASB	Email to Kerry Ezrol.	0.10
	ASB	Email to Izabella Mesa.	0.10
	ASB	Response email to Izabella Mesa.	0.10
	ASB	Review of file; edits to complaint.	0.60
03/05/2026	ASB	Email to Kerry Ezrol.	0.10
	ASB	Discussion with Kerry Ezrol.	0.20
	ASB	Edits and draft of foreclosure complaint; Review of Broward County Property Appraiser, review of Broward County Official Records.	1.50
	ASB	Email to Kerry Ezrol.	0.10
	ASB	Receipt and review	
	KLE	Meeting with Aaron Brenker, review complaint.	0.60
03/06/2026	ASB	Draft of Initial Disclosures.	0.40
03/09/2026	KLE	Review and revise complaint.	0.70
03/10/2026	ASB	Review and application of Kerry Ezrol edits to Complaint.	0.60
	ASB	Drafted Notice of Lis Pendens.	0.50
	ASB	Email to Kerry Ezrol of complaint.	0.10
	ASB	Email to Kerry Ezrol of Notice of Lis Pendens.	0.10
03/11/2026	ASB	Review of Kerry Ezrol edits and comments on Complaint, application of edits.	0.20
	ASB	Email to Kerry Ezrol.	0.10
	KLE	Review and revise complaint, TF Opposing counsel.	0.70
03/12/2026	ASB	Email to Kerry Ezrol.	0.10
	ASB	Edits of Complaint, review of file, Broward County Property Appraiser, Broward Court Records to ensure accuracy.	2.00
	ASB	Edit of Lis Pendens.	0.30
	ASB	Email to Kerry Ezrol.	0.10
	ASB	Response email to Kerry Ezrol.	0.10
	ASB	Review of Foreclosure Report.	0.20
03/13/2026	ASB	Review and response to Kerry Ezrol email.	0.10

vs. U.S. Bank NA TRUSTEE (Code Enforcement Foreclosure: 637 NW 29th Court)

		HOURS	
	ASB Edits to Complaint.	0.30	
	ASB Edits to Notice of Lis Pendens.	0.30	
	ASB Draft of Initial Disclosures.	0.40	
03/23/2026	ASB Review of Foreclosure Complaint.	0.50	
03/24/2026	ASB Review of foreclosure complaint.	0.60	
	ASB Update and review of Initial Disclosures.	0.20	
	ASB Update and review of Notice of Lis Pendens.	0.20	
	FOR CURRENT SERVICES RENDERED	12.90	3,547.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	2.30	\$275.00	\$632.50
Aaron S. Brenker	10.60	275.00	2,915.00

03/31/2026	ASB Professional Courtesy Discount		-915.00
	TOTAL CREDITS FOR FEES		-915.00
	Photocopies		12.25
	TOTAL OUT-OF-POCKET EXPENSES THROUGH 03/31/2026		12.25
	TOTAL CURRENT WORK		2,644.75
	BALANCE DUE		\$2,644.75

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

Page: 1
04/01/2026
ACCOUNT NO: 2976-9902520
STATEMENT NO: 77939

Attn: Finance / Accounts Payable

MDC

v. Wilton Pointe Apartments LLC (Code Lien Foreclosure)

			HOURS
02/16/2026	KLE	Review and revise due diligence memo.	0.30
02/25/2026	KLE	Review status of file/closing, email to Roberta, et al.	0.30
03/09/2026	KLE	Prep for and attend teams meeting.	0.80
03/10/2026	ASB	Review and response to Kerry Ezrol email.	0.20
	ASB	Review of file; discussion with Kerry Ezrol.	0.80
	ASB	Email to Kerry Ezrol.	0.10
	ASB	Review of Notice of Production from non-party.	0.20
	ASB	Research of case law.	0.80
	ASB	Email and analysis of issue to Kerry Ezrol.	0.20
	ASB	Review of Complaint in underlying case and email to Kerry Ezrol.	0.20
	KLE	Review docs, emails to and from Liz.	0.60
03/11/2026	KLE	Review email re: status from Claudio.	0.20
03/18/2026	ASB	Email to Kerry Ezrol and response.	0.20
	ASB	Review of file.	0.30
	ASB	Review of docket.	0.30
	ASB	Review of email from Elizabeth Garcia Beckford.	0.10
03/19/2026	ASB	Call to City to confirm estimates, spoke with Patricia Staples.	0.40
	ASB	Telephone conference with opposing counsel.	0.30
	ASB	Email to Attorney; response email.	0.20
	ASB	Telephone conference with Elizabeth Beckford.	0.50
	ASB	Telephone conference with Kerry Ezrol.	0.10
	ASB	Review of email from Attorney.	0.10
	ASB	Email to Elizabeth Beckford; response email to Elizabeth Beckford.	0.30
	ASB	Email to Attorney.	0.20
	ASB	Review of Chapter 119 regarding Public Records request.	0.20
	ASB	Email to Cynthia Dunn.	0.10
	ASB	Review of invoice from the City.	0.30
	KLE	Emails to and from Liz, conference with Aaron Brenker re: subpoena production.	0.60
03/20/2026	ASB	Review of email from Elizabeth Beckford in regards to beginning review of records for redactions.	0.10
	ASB	Response email to Cynthia Dunn.	0.10
03/23/2026	ASB	Telephone Conference with Elizabeth Beckford.	0.20

v. Wilton Pointe Apartments LLC (Code Lien Foreclosure)

		HOURS	
03/24/2026	ASB Email to Kerry Ezrol.	0.10	
	ASB Telephone conference with Kerry Ezrol.	0.10	
	ASB Telephone conference with Elizabeth Beckford.	0.30	
	ASB Email to Elizabeth Beckford; response to email from Elizabeth Beckford.	0.20	
	ASB Review of revised invoice.	0.20	
	ASB Email of invoice to Attorney Charles Bechert.	0.20	
03/27/2026	ASB Review of docket.	0.10	
03/30/2026	ASB Email to Cynthia Dunn; review of response; response email to Cynthia Dunn.	0.20	
03/31/2026	ASB Based on lack of update from Citizens attorney on our invoice estimate, conferral with Cynthia Dunn to see if there have been any additional filings made by Citizens.	0.20	
	ASB Review of email from paralegal Roberto Elias for Attorney Charles Bechert that he has reached out to his client and will provide update regarding invoice once received; email to Elizabeth Beckford to provide update.	0.40	
	ASB Email to Roberto Elias of Attorney Bechert's office confirming Citizens Property Insurance Corporation's approval of the City's invoice amount to compile the requested records.	0.40	
	ASB Telephone conference with Elizabeth Beckford to update that Citizen's Insurance Corporation has approved invoice estimate amount and that she may begin compiling the requested records.	0.30	
	ASB Response Email to Elizabeth Beckford regarding confirmation of Defendant's approval of invoice amount.	0.20	
	FOR CURRENT SERVICES RENDERED	12.20	3,355.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	2.80	\$275.00	\$770.00
Aaron S. Brenker	9.40	275.00	2,585.00

TOTAL CURRENT WORK 3,355.00

BALANCE DUE \$3,355.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902521
 STATEMENT NO: 77940

Attn: Finance / Accounts Payable

v. Harvest International Investments LLC

MAC

			HOURS	
03/25/2026	ASB	Conference with Cynthia Dunn	0.20	
	ASB	Review of Foreclosure Report.	0.50	
	ASB	Review of Broward County Property Appraiser.	0.30	
	ASB	Email to Izabella Mesa; response email.	0.20	
	ASB	Conference with Cynthia Dunn.	0.20	
	ASB	Review of Sunbiz records.	0.10	
	ASB	Initial draft of foreclosure complaint.	2.00	
03/26/2026	ASB	Review of Broward County Official Records.	0.30	
	ASB	Draft of foreclosure complaint.	1.50	
	ASB	Draft of Notice of Lis Pendens.	0.30	
03/27/2026	ASB	Draft of Initial Disclosures.	0.30	
	ASB	Edits and review of Foreclosure Complaint.	0.80	
		FOR CURRENT SERVICES RENDERED	6.70	1,842.50

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Aaron S. Brenker	6.70	\$275.00	\$1,842.50

TOTAL CURRENT WORK 1,842.50

BALANCE DUE \$1,842.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902526
 STATEMENT NO: 77941

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Attn: Finance / Accounts Payable

MPL

v. Bisson, Eric (Code Lien Foreclosure)

			HOURS	
03/02/2026	KLE	Email from and to Chief, TT Chief.	0.40	
03/03/2026	KLE	Prep for meeting with Chief and Leigh Ann.	0.20	
		FOR CURRENT SERVICES RENDERED	0.60	<u>165.00</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	0.60	\$275.00	\$165.00

TOTAL CURRENT WORK 165.00

BALANCE DUE \$165.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902527
 STATEMENT NO: 77942

Attn: Finance / Accounts Payable

Automated Speed Detection System - School Zones

MPL

03/03/2026	KLE	Review docs from AC Brodsky, research. FOR CURRENT SERVICES RENDERED	HOURS 1.60		
			1.60		440.00
		RECAPITULATION			
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		1.60	\$275.00	\$440.00
		TOTAL CURRENT WORK			440.00
		BALANCE DUE			<u>\$440.00</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902528
 STATEMENT NO: 77943

Attn: Finance / Accounts Payable

adv. Singletary, Christine - Appeal Code Case No. 25-002583

MDL

			HOURS	
03/09/2026	KLE	Prep for meeting.	0.40	
03/10/2026	ASB	Review of file	0.60	
	ASB	Attendance of zoom conference with Kerry Ezrol and Opposing Counsel.	0.70	
	KLE	Attend Meeting with Claudio, Abel, Dewitt et al, Review unopposed Motion from Dewitt, conference with Mike Cirullo.	1.40	
03/25/2026	KLE	Prep for and attend call with Rick Dewitt.	0.60	
		FOR CURRENT SERVICES RENDERED	3.70	1,017.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	2.40	\$275.00	\$660.00
Aaron S. Brenker	1.30	275.00	357.50

TOTAL CURRENT WORK 1,017.50

BALANCE DUE \$1,017.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902536
 STATEMENT NO: 77944

Attn: Finance / Accounts Payable

MDC

RFP# 2026-09 Strategic Planning Consultant

			HOURS
03/03/2026	KLE	Review docs from Ariel.	0.30
03/05/2026	SN	Review new RFP, mark needed revisions.	1.10
03/06/2026	KLE	Review and revise bid docs and email to City.	1.20
03/09/2026	KLE	Review revised bid docs from Carol.	0.30
FOR CURRENT SERVICES RENDERED			2.90
			797.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	1.80	\$275.00	\$495.00
Susannah Nesmith	1.10	275.00	302.50

TOTAL CURRENT WORK 797.50

BALANCE DUE \$797.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902537
 STATEMENT NO: 77945

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Attn: Finance / Accounts Payable

MOC

ITB# 2026-04 -NW 3rd Avenue Drainage Improvements Project (WIFIA)

			HOURS
03/02/2026	SN	Review contract attachments to ensure up to date WIFIA terms are included	1.60
	KLE	Review WIFIA Loan Agreement and procurement guidelines, conference with Susannah Nesmith.	1.70
03/03/2026	SN	Confer with Kerry Ezrol regarding WIFIA contract requirements.	0.20
	KLE	Review WIFIA procurement guidelines, conference with Susannah Nesmith.	0.60
03/04/2026	SN	Research WIFIA requirements	2.30
03/09/2026	SN	Complete review of Wifia requirements; send Wifia attorney email questions.	1.80
	KLE	Review and revise bid docs.	0.80
03/10/2026	KLE	Review and revise bid docs.	0.80
03/13/2026	KLE	Research, Review and revise bid docs.	2.80
03/31/2026	KLE	Review email from Carol re: insurance, review docs.	0.60
		FOR CURRENT SERVICES RENDERED	13.20
			3,630.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	7.30	\$275.00	\$2,007.50
Susannah Nesmith	5.90	275.00	1,622.50

TOTAL CURRENT WORK 3,630.00

BALANCE DUE \$3,630.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Attn: Finance / Accounts Payable

MDC

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902538
 STATEMENT NO: 77946

Piggyback Agreement with Motorola Solutions, Inc. (Access Control System)

			HOURS	
03/05/2026	KLE	Review documents.	0.80	
03/06/2026	SN	Review contract documents and provide suggestions.	1.20	
03/09/2026	SN	Review revised solicitation and advise Kerry Ezrol on changes.	0.80	
03/10/2026	KLE	Review and revise agreement.	<u>0.70</u>	
FOR CURRENT SERVICES RENDERED			3.50	<u>962.50</u>

<u>TIMEKEEPER</u>	<u>RECAPITULATION</u>		<u>TOTAL</u>
	<u>HOURS</u>	<u>HOURLY RATE</u>	
Kerry L. Ezrol	1.50	\$275.00	\$412.50
Susannah Nesmith	2.00	275.00	550.00

TOTAL CURRENT WORK 962.50

BALANCE DUE \$962.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902539
 STATEMENT NO: 77947

Attn: Finance / Accounts Payable

Piggyback Agmt with David Mancini & Sons, Inc. for Coral Gardens Dr & NE 27th. Dr. Stormwater Improvements

			HOURS	
03/09/2026	KLE	Review documents.	0.80	
03/12/2026	KLE	Prep agreement , review documents.	1.20	
03/13/2026	KLE	Review and revise agreement.	0.80	
03/26/2026	KLE	Review docs from Carol, emails to and from Carol.	0.60	
FOR CURRENT SERVICES RENDERED			3.40	<u>935.00</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	3.40	\$275.00	\$935.00

TOTAL CURRENT WORK 935.00

BALANCE DUE \$935.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

MAL

Page: 1
04/01/2026
ACCOUNT NO: 2976-9902540
STATEMENT NO: 77948

Attn: Finance / Accounts Payable

adv. Equity Trust Company (Synergy ROI Group LLC)

			HOURS	
03/10/2026	KLE	Review documents.	0.50	
03/13/2026	KLE	Review docs, prep answer and initial disclosures.	1.20	
03/19/2026	KLE	Review lien docs from Scott and Izabell, review and revise answer and affirmative defenses,	0.80	
03/23/2026	KLE	Review and revise Answer and disclosures.	0.70	
		FOR CURRENT SERVICES RENDERED	3.20	<u>880.00</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	3.20	\$275.00	\$880.00

TOTAL CURRENT WORK 880.00

BALANCE DUE \$880.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

MAL

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902541
 STATEMENT NO: 77949

Attn: Finance / Accounts Payable

ITB# 2026-03 - Fire Station Generator

			HOURS	
03/12/2026	KLE	Email from Carol, research.	0.40	
03/16/2026	KLE	Research, review Hagen Park Generator ITB.	1.20	
03/18/2026	QEM	Review and evaluation of documents provided by staff; discuss with Mr. Ezrol.	2.60	
	KLE	Review bid docs.	0.80	
03/19/2026	QEM	Review and discuss documents with Mr. Ezrol.	0.80	
	KLE	Review ITB docs, conference with Quentin Morgan.	0.80	
03/20/2026	KLE	Review docs, email to Carol.	0.60	
FOR CURRENT SERVICES RENDERED			<u>7.20</u>	<u>1,980.00</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	3.80	\$275.00	\$1,045.00
Quentin E. Morgan	3.40	275.00	935.00

TOTAL CURRENT WORK 1,980.00

BALANCE DUE \$1,980.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902542
 STATEMENT NO: 77950

Attn: Finance / Accounts Payable

Piggyback Agmt with Kilowatt Electric Company for Light Pole Replacements

03/13/2026	KLE	Review docs, prep agreement.		HOURS	
				1.20	
		FOR CURRENT SERVICES RENDERED		1.20	330.00
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		1.20	\$275.00	\$330.00
	TOTAL CURRENT WORK				330.00
	BALANCE DUE				<u>\$330.00</u>

MDC

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902543
 STATEMENT NO: 77951

Attn: Finance / Accounts Payable

v. Dufflebag LLC (Code Lien Foreclosure)

			HOURS	
03/23/2026	KLE	Review documents from Izabella, review files, email to Abel et al.	0.70	
03/24/2026	ASB	Review of file.	0.20	
	ASB	Review of Broward Official Records; Broward County Property Appraiser.	0.50	
	KLE	Review documents.	0.70	
03/25/2026	KLE	Review prior files and email to Chief, Abel, et al re: due diligence.	0.80	
		FOR CURRENT SERVICES RENDERED	2.90	<u>797.50</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	2.20	\$275.00	\$605.00
Aaron S. Brenker	0.70	275.00	192.50

TOTAL CURRENT WORK

MDK

797.50

BALANCE DUE

\$797.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

Page: 1

04/01/2026

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

ACCOUNT NO: 2976-9902544
STATEMENT NO: 77952

Attn: Finance / Accounts Payable

v. 1100 Oakland LLC (Code Violation)

			HOURS
03/11/2026	ASB	Research of case law.	1.30
	ASB	Email and analysis to Kerry Ezrol.	0.20
	BJS	Legal Research re: Code Compliance, law enforcement officers rights, and due process considerations	2.50
	KLE	Review research from Aaron Brenker re: trespass etc, Review docs/research from Brian Sherman re: NOV-Gexhaust, follow up re: cases on PD list.	0.80
03/12/2026	KLE	Prep for and attend call with Brian Sherman re: NOV Gexhaust.	0.40
	BJS	T/c with Kerry Ezrol and follow up re: GExhaust	0.30
03/13/2026	ASB	Review of case law and statutes in preparation for meeting with Chief Blocker.	1.20
	ASB	Zoom conference with Kerry Ezrol, Brian Sherman and Chief Blocker.	0.20
	KLE	Prep for and attend call with Chief re: Gexhaust.	0.80
	BJS	Attend meeting with Chief Blocker and KLE re: GExhaust	0.50
03/16/2026	KLE	Review Admin Remedies.	0.80
03/17/2026	KLE	Review Admin Remedies.	0.70
03/20/2026	KLE	Revise and finalize review of admin remedies and email to Chief.	0.50
03/25/2026	KLE	Prep for and attend Meeting with Chief and Leigh Ann, Review docs, research, review research from Aaron Brenker.	1.80
	ASB	Research of case law and statutes regarding audio and video surveillance of police officers.	1.00
03/26/2026	ASB	Discussion with Kerry Ezrol.	0.10
	ASB	Review of file on Citizenserve.	0.80
	ASB	Review of Public Nuisance Statute; subsection 60.05 and 60.06; case law.	1.40
	ASB	Review of Broward County Property Appraiser.	0.30
	KLE	Review docs from Chief.	0.30
03/27/2026	ASB	Research of case law in regards to enjoining a public nuisance in a residential area.	1.00
	ASB	Review of Special Magistrate's Final Order and corresponding Notice of Violation.	0.40
03/30/2026	ASB	Preparation for Code Enforcement hearing; research of case law regarding irreparable and irreversible violations.	1.00

v. 1100 Oakland LLC (Code Violation)

		HOURS	
	ASB Review of Citizens Serve file.	0.50	
	ASB Review of Wilton Manors Code of Ordinances.	0.70	
	KLE Review docs, research, conference with Aaron Brenker, prep for hearing.	0.70	
	BJS Draft response to KLE re: City Code Enforcement. Traffic Code Enforcement with follow up research	0.50	
03/31/2026	ASB research regarding Penalties; enforcement by code inspectors; repeat violation.	0.60	
	ASB Review of Incident Report in regards to G Exhaust violations.	0.40	
	ASB Review of Affidavit of Complaint of Jake Valentine regarding noise of G Exhaust shop.	0.30	
	ASB Review of Affidavit of Complaint of Janet Yuen regarding noise violations of G Exhaust.	0.30	
	FOR CURRENT SERVICES RENDERED	22.30	6,132.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	6.80	\$275.00	\$1,870.00
Aaron S. Brenker	11.70	275.00	3,217.50
Brian J. Sherman	3.80	275.00	1,045.00

TOTAL CURRENT WORK 6,132.50

BALANCE DUE \$6,132.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

Page: 1
04/01/2026
ACCOUNT NO: 2976-9902546
STATEMENT NO: 77953

Attn: Finance / Accounts Payable

MOL

v. 2916 Investments LLC (Code Lien Foreclosure - 24-001996)

			HOURS	
03/13/2026	ASB	Review of file.	0.30	
	ASB	Review of Delinquent Accounts Spreadsheet; research of case law and statutes.	0.60	
03/27/2026	KLE	Review documents.	0.50	
03/30/2026	KLE	Review docs re: due diligence review.	0.80	
03/31/2026	KLE	Review docs re: due diligence review.	0.80	
		FOR CURRENT SERVICES RENDERED	3.00	825.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	2.10	\$275.00	\$577.50
Aaron S. Brenker	0.90	275.00	247.50

TOTAL CURRENT WORK 825.00

BALANCE DUE \$825.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Attn: Finance / Accounts Payable

MOL

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902547
 STATEMENT NO: 77954

v. Inversiones Las Condes, LLC (Code Lien Foreclosure – 23-003425)

03/30/2026	KLE	Review docs		HOURS	
				0.50	
		FOR CURRENT SERVICES RENDERED		0.50	137.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		0.50	\$275.00	\$137.50
	TOTAL CURRENT WORK				137.50
	BALANCE DUE				<u>\$137.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

Attn: Finance / Accounts Payable

MDC

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902548
 STATEMENT NO: 77955

v. 1150 Northeast 26th Street, LLC. (Code Lien Foreclosure – 21-002486)

03/30/2026	KLE	Review docs		HOURS	
				0.50	
		FOR CURRENT SERVICES RENDERED		0.50	137.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		0.50	\$275.00	\$137.50
	TOTAL CURRENT WORK				137.50
	BALANCE DUE				<u>\$137.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

MOC

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902549
 STATEMENT NO: 77956

Attn: Finance / Accounts Payable

v. Jones, Gregory T. and Regina -(Code Lien Foreclosure – 22-001546)

03/30/2026	KLE	Review docs		HOURS	
				0.50	
		FOR CURRENT SERVICES RENDERED		0.50	137.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		0.50	\$275.00	\$137.50
	TOTAL CURRENT WORK				137.50
	BALANCE DUE				<u>\$137.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

MOL

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902550
 STATEMENT NO: 77957

Attn: Finance / Accounts Payable

v. 2633 NE 6 LLC (Code Lien Foreclosure – 24-000099)

03/30/2026	KLE	Review docs		HOURS	
				0.50	
		FOR CURRENT SERVICES RENDERED		0.50	137.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		0.50	\$275.00	\$137.50
	TOTAL CURRENT WORK				137.50
	BALANCE DUE				<u>\$137.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

MPL

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902551
 STATEMENT NO: 77958

Attn: Finance / Accounts Payable

3073 NE 6th Ave, LLC (Code Lien Foreclosure – 22-000186)

03/30/2026	KLE	Review docs		HOURS	
				0.50	
		FOR CURRENT SERVICES RENDERED		0.50	137.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		0.50	\$275.00	\$137.50
		TOTAL CURRENT WORK			137.50
		BALANCE DUE			<u>\$137.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF WILTON MANORS
2020 Wilton Drive
Wilton Manors FL 33305

MPL

Page: 1
04/01/2026
ACCOUNT NO: 2976-9902552
STATEMENT NO: 77959

Attn: Finance / Accounts Payable

v. Doobay, Malric and Carol (Code Lien Foreclosure – 23-003723)

			HOURS	
03/30/2026	KLE	Review docs	0.50	
03/31/2026	ASB	Review of Order Imposing Fine and Lien.	0.30	
	ASB	Review of Broward County Property Appraiser.	0.30	
	ASB	Research of Homestead Exemption in regards to Duplexes; Florida Supreme Court case Furst v. Rebholz in regards to using portion of property as rental property and homestead exemption not applying to that portion of the property.	1.00	
	KLE	Review documents, research Homestead/duplex.	0.70	
		FOR CURRENT SERVICES RENDERED	2.80	<u>770.00</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Kerry L. Ezrol	1.20	\$275.00	\$330.00
Aaron S. Brenker	1.60	275.00	440.00

TOTAL CURRENT WORK	770.00
BALANCE DUE	<u>\$770.00</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

MDC

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902553
 STATEMENT NO: 77960

Attn: Finance / Accounts Payable

v. Wilton 26 Street Property, LLC (Code Lien Foreclosure -22-000011)

03/30/2026	KLE	Review docs		HOURS	
				0.50	
		FOR CURRENT SERVICES RENDERED		0.50	137.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		0.50	\$275.00	\$137.50
	TOTAL CURRENT WORK				137.50
	BALANCE DUE				<u>\$137.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

MDC

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902554
 STATEMENT NO: 77961

Attn: Finance / Accounts Payable

v. Pirita Investments & Development Fund LLC (Code Lien Foreclosure -21-002328)

03/30/2026	KLE	Review docs		HOURS	
				0.50	
		FOR CURRENT SERVICES RENDERED		0.50	137.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		0.50	\$275.00	\$137.50
	TOTAL CURRENT WORK				137.50
	BALANCE DUE				<u>\$137.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

MOC

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902555
 STATEMENT NO: 77962

Attn: Finance / Accounts Payable

2701 North Andrews Property Owners, LLC. (Code Lien Foreclosure -21-000467)

03/30/2026	KLE	Review docs		HOURS	
				0.50	
		FOR CURRENT SERVICES RENDERED		0.50	137.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		0.50	\$275.00	\$137.50
	TOTAL CURRENT WORK				137.50
	BALANCE DUE				<u>\$137.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

CITY OF WILTON MANORS
 2020 Wilton Drive
 Wilton Manors FL 33305

MOL

Page: 1
 04/01/2026
 ACCOUNT NO: 2976-9902556
 STATEMENT NO: 77963

Attn: Finance / Accounts Payable

v. Inversiones Las Condes, LLC (Code Lien Foreclosure -24-000545)

03/30/2026	KLE	Review docs		HOURS	
				0.50	
		FOR CURRENT SERVICES RENDERED		0.50	137.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Kerry L. Ezrol		0.50	\$275.00	\$137.50
	TOTAL CURRENT WORK				137.50
	BALANCE DUE				<u>\$137.50</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From:

Prepared by:

- (a) **Subject:** Consent Resolutions
- (b) **City Manager Recommendation:**
- (c) **Report In Brief:**
- (d) **Discussion:**
- (e) **Strategic Plan Consistency:**
- (f) **Concurrences:**
- (g) **Fiscal Impact:**
- (h) **Alternatives:**
- (i) **Attachments:**



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From: Todd DeJesus, Capital Projects Administrator

Prepared by: Todd DeJesus, Capital Projects Administrator

(a) Subject: Resolution No. 2026-017:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS, FLORIDA, TO SUBMIT A GRANT APPLICATION TO THE BROWARD COUNTY HOUSING FINANCE AND COMMUNITY DEVELOPMENT DIVISION FOR APPROXIMATELY \$75,000 (52nd YEAR ALLOCATION) IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR IMPROVEMENTS TO THE EXISTING SPLASH PAD AT MICKEL PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

(b) City Manager Recommendation:

(c) Report In Brief: Approval of this resolution will authorize staff to submit a grant application for 52nd year CDBG funds in the amount of approximately \$75,000 for improvements to the splash pad at Mickel Park.

(d) Discussion:

During the 2nd CDBG Public Hearing on March 24, 2026, the City Commission determined that improvements to the existing splash pad at Mickel Park would best meet the CDBG criteria and serve a community need.

Additional background information:

The City's anticipated allocation of Community Block Grant dollars for the 52nd year funding cycle is approximately \$75,000. However, this amount is not guaranteed. As the Commission is aware, the primary objective of CDBG funds is to assist low to moderate income persons or neighborhoods to improve their quality of life. This may be achieved by development of social programs or through infrastructure improvements.

CDBG funds have been utilized in the past to rebuild a lift station, construct sidewalks and a drainage system, and resurface streets in the Highland Estates neighborhood. Funds have also been utilized to construct estate style fencing, the installation of an emergency generator, construction of a floating dock, the construction of an addition to the community center building,

installation of an artificial turf surface on the playground and a shade structure on the rear deck, the installation of outdoor physical fitness stations, a shade structure over the fitness stations, the expansion of the basketball court and improvements to an adjacent pavilion and the installation of security cameras at Island City Park Preserve (ICPP). Funds have also been used for the construction of a facility maintenance building at Mickel Park, drainage improvements on the west side, and new LED lighting at Hagen Park.

It was suggested at previous public hearings that consideration be given to the development of programs to benefit low income residents including possible computer training programs. Unfortunately, Broward County has advised the City that no new social service programs may be funded with 52nd year allocations. This is due to the limitation by HUD regulations that such programs may not exceed fifteen percent of the total allocations to all cities throughout the county. Existing programs already meet that maximum allowed level and in fact, due to the substantial reduction in funding to all the cities, some existing social service programs have had to be cut back to stay within the fifteen percent cap.

Staff received project input at two public hearings, emails from residents, and discussions with neighborhood associations. Projects recommended included the lighting along Wilton Drive, a decorative sign pole at Wilton Drive/NE 6th Avenue, a dog park at Donn Eisele, fencing at Donn Eisele park, and lighting at Rachel Richardson Park.

- (e) **Strategic Plan Consistency:** Goal C: Enhance Quality of Life and Livability AND Goal E: Exhibit Fiscal Responsibility
- (f) **Concurrences:** Finance Department
- (g) **Fiscal Impact:** The program will provide approximately \$75,000 in grant revenue. No City match is required. The project is anticipated to cost between \$75,000 - \$100,000. If additional funds are needed, staff will budget for this in the upcoming fiscal year.
- (h) **Alternatives:** None Recommended
- (i) **Attachments:** 1. 2026-017 RESO CDBG 52nd Year Grant Project.



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From: Todd DeJesus, Capital Projects Administrator

Prepared by: Todd DeJesus, Capital Projects Administrator

- (a) **Subject: Resolution No. 2026 - 018:**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE SURTAX FUNDING AGREEMENT WITH BROWARD COUNTY RELATED TO THE FY 2026 FORMULA-BASED FUNDING ALLOCATION ASSOCIATED WITH THE CITY'S ROADWAY RESURFACING PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- (b) **City Manager Recommendation:** Recommend Approval
- (c) **Report In Brief:** This resolution supports the City entering into a funding agreement with the Broward County Surtax Program (rehab and maintenance) for the resurfacing of various roads throughout Wilton Manors.
- (d) **Discussion:** The countywide electorate voted in favor of a one-cent transportation surtax in November, 2018. The County has approved a City application for rehab and maintenance projects that will be paid for through the surtax proceeds. The City's application was for the resurfacing of various roads throughout Wilton Manors. The City will be receiving \$335,962 towards this project. The County has requested City signature of the agreement.
- (e) **Strategic Plan Consistency:** Proactive Public Safety Goal 6: Provide safe roadways for all users; Sound Governance Goal 3: Promote and maintain financial stability and integrity; Innovating and Adapting for the Future Goal 3: Utilize relationships with other agencies to address future regional issues.
- (f) **Concurrences:** Utilities and Emergency Management
- (g) **Fiscal Impact:** The City is being allocated \$335,962 towards roadway repaving projects. No additional City funds are anticipated to be needed for this program.
- (h) **Alternatives:** None Recommended

- (i) **Attachments:** 1. 2026-018 RESO Approving Surtax Funding Agreement with Broward County (RM WILT -004)
2. R&M-MT_WILT_FY2026_SFA_FINAL

1
2
3
4
5
6
7
8
9
10
11

RESOLUTION NO. 2026-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE SURTAX FUNDING AGREEMENT WITH BROWARD COUNTY RELATED TO THE FY 2026 FORMULA-BASED FUNDING ALLOCATION ASSOCIATED WITH THE CITY’S ROADWAY RESURFACING PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

12 **WHEREAS**, the City Commission of the City of Wilton Manors, Florida, deems
13 it to be in the best interests of the public to execute the Surtax Funding Agreement with
14 Broward County related to the FY 2026 formula-based funding allocation associated with
15 the City’s roadway resurfacing project.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF**
17 **THE CITY OF WILTON MANORS, FLORIDA, THAT:**

18 **Section 1.** The “WHEREAS” clauses set forth above are true and correct and
19 incorporated herein by this reference.

20 **Section 2.** The City Commission of the City of Wilton Manors hereby approves the
21 terms and conditions of Surtax Funding Agreement with Broward County; said Agreement
22 having been submitted for consideration to the City Commission in written form.

23 **Section 3.** The proper City Officials of the City of Wilton Manors are hereby
24 authorized and directed to execute said Agreement.

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

27 **Section 5.** If any section, sentence, clause or phrase of this Resolution is held to be
28 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
29 no way affect the validity of the remaining portions of this Resolution.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Section 6. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF APRIL, 2026.

CITY OF WILTON MANORS, FLORIDA

By: _____
SCOTT NEWTON, MAYOR

ATTEST: RECORD OF COMMISSION VOTE

_____	MAYOR NEWTON	_____
ELIZABETH	VICE MAYOR CAPUTO	_____
GARCIA-BECKFORD, MMC	COMMISSIONER BRACCHI	_____
CITY CLERK	COMMISSIONER D'ARMINIO	_____
	COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Resolution.

/s/ Kerry L. Ezrol

KERRY L. EZROL
CITY ATTORNEY

Cover Sheet

Surtax Funding Agreement for City of Wilton Manors

February 26, 2026

SFA between Broward County and Wilton Manors for the FY 2026 formula-based funding allocation associated with the municipal rehabilitation and maintenance projects requested in the application attached as Exhibit A, summarized in the table below:

MAP ID	PROJECT NAME	Surtax Amount Requested	CBE GOAL %
RMWILT-004	Roadway Resurfacing	\$335,962	30%

The City of Wilton Manors is requesting to utilize the entire FY 2026 allocation of \$335,962.

For notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses identified below. Addresses and titles may be changed by the applicable Party giving notice.

FOR COUNTY:
 Broward County Administrator
 Attn: Monica Cepero
 115 South Andrews Avenue, Room 409
 Fort Lauderdale, Florida 33301
 Email address: mcepero@broward.org

FOR MUNICIPALITY:
 Leigh Ann Henderson, City Manager
 2020 Wilton Drive
 Wilton Manors, FL 33305
 Email address: lhenderson@wiltonmanors.com

With a copy to:
 Broward County Attorney's Office:
 Attn: Nathaniel Klitsberg
 115 South Andrews Avenue, Room 423
 Fort Lauderdale, Florida 33301
 Email address: nklitsberg@broward.org

With a copy to:
 Municipal SPOC (Surtax Point of Contact)
 Todd DeJesus
 (954) 390-2105
 Email address: TDeJesus@wiltonmanors.com

 Municipal Authorized Signatory

 Title

 Date

Return a signed copy to the MAP Administration office by email at map@broward.org.

 County Authorized Signatory

 Date

Mobility Advancement Program Administrator

-Attachments-



**STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED
MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS
(REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND
GRANT MATCH PROGRAM)**

These Standard Terms and Conditions (“Standard T&Cs”) shall apply to all approved Eligible Municipal Projects as provided for in the 2025 Transportation System Surtax Interlocal Agreement (Third Amendment) (“2025 ILA”) entered into between certain Broward County municipalities (each a “Municipality” and collectively, “Participating Municipalities”) and Broward County, a political subdivision of the State of Florida (“County”). County and the applicable Municipality may also be identified individually as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. Municipality has submitted one or more requests to County to allocate annual available Transportation Surtax funding (“Funding”) for one or more Eligible Municipal Projects as provided for in the 2025 ILA (each Municipality’s request is referred to as an “Application” and includes the cover sheet to these Standard T&Cs with each applicable Party’s address of record and signature).

B. Pursuant to the terms of the 2025 ILA, County has reviewed each such Application and approved the funding of the identified Eligible Municipal Projects, which, combined with these Standard T&Cs (and documents referenced or incorporated herein), constitute the Surtax Funding Agreement (as defined in the 2025 ILA) between the applicable Municipality and County.

C. The purpose of these Standard T&Cs is to set forth the terms and conditions (in addition to those stated in the 2025 ILA) associated with County providing Municipality with funding for its Eligible Municipal Projects.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS (ALL ELIGIBLE MUNICIPAL PROJECTS)

Capitalized terms used in these Standard T&Cs shall have the same definitions as used in the 2025 ILA unless expressly provided for herein. In addition to the defined terms, the terms below shall have the following meanings as used in these Standard T&Cs.

1.1. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and/or inspection, or other professional services for the applicable Eligible Municipal Project.

1.2. **Contract Administrator** means the County Administrator, or such other person designated by the County Administrator in writing.

1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the construction or performance of an Eligible Municipal Project.

1.4. **Grant Match Program** means the program described in Section 4.5 of the 2025 ILA.

1.5. **Maximum Funding Amount** means, as applicable, the maximum funding amount provided to each Municipality for its annual formula-based funding for Eligible Municipal Projects or the maximum amount referenced in County's approval of an Application for Grant Match Program funding.

1.6. **Project Manager** means Municipality's project manager for the Eligible Municipal Project(s) as identified in Municipality's contracts for such Projects or as provided in writing to the Contract Administrator.

1.7. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Eligible Municipal Project(s). The term "Subcontractor" includes subconsultants.

ARTICLE 2. MUNICIPAL R&M PROJECTS, MUNICIPAL CAPITAL PROJECTS, AND MCP TAILS

This Article 2 only applies to Municipal R&M Projects, Municipal Capital Projects, and Municipal Capital Project Tails (unless such tails are governed under a prior Surtax Funding Agreement that is being amended to address funding for the "tail"), and does not apply to On-demand Transportation Services.

2.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Eligible Municipal Project(s) in accordance with a written Project description and schedule for each Eligible Municipal Project included within its Application, which description and schedule must be provided in writing by Municipality to the Contract Administrator and is subject to final County approval of the Project(s).

2.2. Municipal Responsibility for its Eligible Municipal Project(s). Municipality is solely responsible for the timely solicitation of vendors, obtaining permits, securing applicable property rights, and the performance and/or completion of each Eligible Municipal Project. Unless County has elected to deliver an Eligible Municipal Project as provided for in these Standard T&Cs or the 2025 ILA, County has no responsibility of any kind in connection with any element associated with the performance and/or completion of such Projects. Further, nothing contained herein shall create any contractual relationship between County and any Contractor, Consultant, Subcontractor, vendor, or supplier.

2.3. Compliance with Law; Competitive Procurement of Public Construction Works; Consultants' Competitive Negotiation Act. Municipality must comply with Applicable Law, including, if applicable, Sections 255.20 and 287.055, Florida Statutes, in the procurement of any

services or materials relating to the Eligible Municipal Project. If any applicable state or federal procurement requirement is stricter than any County requirement, Municipality shall be obligated to meet the stricter requirement.

2.4. Modifications to Eligible Municipal Project. No proposed modification by a Municipality that will materially modify an approved Eligible Municipal Project under a Surtax Funding Agreement (e.g., shifting Formula-based Funding between approved Projects, start/completion date outside of the Fiscal Year for which funding is provided, change in geographic location, reduction in scope of work for the Project, addition of decorative elements and/or functional public art as described in Section 2.10 of the 2025 ILA that was not identified in Municipality's initial submissions regarding the Project) shall be made unless Municipality first obtains written approval by the Contract Administrator. Municipality shall cooperate with the Contract Administrator's review of any proposed material modification by providing any documentation requested by the Contract Administrator associated with the Eligible Municipal Project. Except for cost escalation and contingency expressly authorized in the 2025 ILA or these Standard T&Cs, any requested modification that would increase the Maximum Funding Amount for a Municipal Capital Project, a Municipal Capital Project Tail, Grant Match Program, and remaining Cycle 1 Municipal R&M Projects requires approval by the County Commission. Nonmaterial changes to an Eligible Municipal Project (i.e., changes not requiring Contract Administrator approval pursuant to this section and the 2025 ILA) may be approved by the Project Manager and must be included in Municipality's next required Project reporting to the Contract Administrator.

2.5. Contractor and Consultant Contracts; County-Approved Provisions.

2.5.1. Prior to Solicitation Publication. At least 20 days prior to publication of any solicitation by Municipality for an Eligible Municipal Project, Municipality shall provide Contract Administrator with:

- (a) the proposed solicitation;
- (b) the proposed contract(s); and
- (c) a written certification ("Compliance Certification"), executed by Municipality through its counsel and/or head of procurement, confirming to the Contract Administrator that:
 - (i) the proposed solicitation and proposed contract(s), if published and executed, will comply with Applicable Law and the Surtax Funding Agreement, including without limitation, Sections 8.1, 10.1, 10.5, 10.6, 11.4; and
 - (ii) the proposed contract(s) either (i) includes the County-Approved Provisions, (as defined in Section 2.5.5), with only such changes as are necessary to give full effect to those provisions; or (ii) does not include the County-Approved Provisions.

2.5.2. Municipality shall not enter into any contract (including entering into an amendment or work authorization under an existing agreement) for an Eligible Municipal

Project where the solicitation has not been provided in Section 2.5.1 above or utilizes a contract with a Contractor or Consultant that omits the County-Approved Provisions (as defined in Section 2.5.5) unless Municipality first obtains written approval from the Contract Administrator and the County Attorney's Office.

2.5.3. Prior to Award. Prior to Municipality awarding a contract to a Contractor or Consultant for an Eligible Municipal Project (including entering into an amendment or work authorization under an existing agreement), or otherwise procuring work for an Eligible Municipal Project, Municipality shall provide the Contract Administrator with, as applicable, (a) the responsive submission by the proposed Consultant or Contractor, subject to Section 11.4, and (b) if the documents listed in Section 2.5.1 were not previously provided to County or were changed in any material respect after issuance of the solicitation, the applicable documents listed in Section 2.5.1, including a new Compliance Certification addressing the modified documents.

2.5.4. Municipality agrees and acknowledges that County's review or approval of any Municipal contract, or any provision thereof, is solely for the purpose of protecting County's interests, that County review or approval thereof should not be relied on by Municipality, and that such review or approval does not constitute a legal opinion by the County Attorney's Office for the benefit of Municipality or any third party, including without limitation as to the legal sufficiency of the contract, and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under the Surtax Funding Agreement.

2.5.5. For purposes of this Section 2.5, "County-Approved Provisions" means the provisions (as amended from time to time) in effect on the effective date of the Surtax Funding Agreement, available at <https://mapbroward.org/municipal-partners/municipal-surtax-program/> or provided to Municipality upon request.

2.6. Coordinated Surtax Project Delivery; Funding Withholding; Other Delayed Funding. To avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of Projects with other Projects (which may include another Municipality, County, and/or the Florida Department of Transportation) that affect the same or nearby transportation elements (collectively, "Coordinated Delivery"). The Contract Administrator shall provide prompt notice to Municipality if County determines that Municipality's schedule requires adjustment to facilitate Coordinated Delivery. Upon receipt of such a notice, Municipality shall use its best efforts and take all reasonable steps to suspend performance of any additional work pending an agreed adjustment to the Eligible Municipal Project's schedule, and the Parties shall cooperate to mutually approve any adjustments required in any applicable funding schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator). County may withhold any scheduled Funding, including without limitation, withholding permitted under Section 6.6 below, until such adjustments are mutually approved in writing by the Parties. To the extent some or all of an Eligible Municipal Project's costs increase as a direct result of a timing

adjustment to accommodate a Coordinated Delivery, and provided cost escalation/contingency funds are or were appropriated, such increased costs will be addressed consistent with Section 4.4.4 of the 2025 ILA via an amendment to the funding schedule (if any) or via an amendment to the Surtax Funding Agreement.

2.7. Project Delivery by Another Entity. County may elect at any time, and with the consent of the applicable Municipality or Municipalities (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the applicable Municipalities of the intent County or FDOT to perform some or all work associated with an Eligible Municipal Project. In such event, pursuant to Section 5.4 of the 2025 ILA, the Funding that would have been provided to Municipality for that Project will be retained by County and/or paid to the entity delivering the Project. Notwithstanding the delivery of an Eligible Municipal Project by an entity other than the requesting Municipality, Funding for the Project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

ARTICLE 3. ON-DEMAND TRANSPORTATION SERVICES

Any Municipality seeking Funding for On-demand Transportation Services shall strictly comply with all requirements contained in Section 4.3.6 of the 2025 ILA including, without limitation, providing a copy of Municipality's contract with the service provider to the Contract Administrator prior to execution (unless the contract was executed prior to the effective date of the 2025 ILA), as well as a copy of all insurance certificates. If Municipality is continuing a contract with an On-demand Transportation Services provider that was effective prior to the effective date of the 2025 ILA, Municipality shall ensure that an amendment is entered into with that provider to bring the contract into compliance with the requirements of the 2025 ILA and provide a copy of same to the Contract Administrator prior to obtaining or expending Funding for such service. Municipality shall further ensure that at all times during each Fiscal Year where Funding is utilized for On-demand Transportation Services that the contract with the service provider remains in full compliance with the 2025 ILA.

ARTICLE 4. GRANT MATCH PROGRAM ADDITIONAL TERMS AND CONDITIONS

In accordance with Section 4.5 of the 2025 ILA, to the extent there is any preemption or express, direct conflict between the terms of these Standard T&Cs or the 2025 ILA and the requirements contained in any state or federal grant or appropriation (e.g., compliance with County ordinance, etc.) for which Funding is being provided to Municipality under the Grant Match Program, the requirements of any state or federal grant or appropriation shall govern, but only to the minimum extent required to comply with such state or federal requirements. Unless otherwise permitted pursuant to Applicable Law, no CBE goal will be assigned to the Project for which Funding is being provided to Municipality under the Grant Match Program.

ARTICLE 5. TIME OF PERFORMANCE (ALL ELIGIBLE MUNICIPAL PROJECTS)

5.1. Time of Performance. These Standard T&Cs (along with the 2025 ILA) shall govern through completion of the Eligible Municipal Project(s) as described and identified in the Application.

5.2. Fiscal Year. The continuation of a Surtax Funding Agreement beyond the end of any Fiscal Year is subject to both the appropriation and the availability of Transportation Surtax funds in accordance with Chapters 129 and 212, Florida Statutes.

5.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under the Surtax Funding Agreement and these Standard T&Cs.

ARTICLE 6. FUNDING (ALL ELIGIBLE MUNICIPAL PROJECTS)

6.1. Surtax Funding. All Funding provided to Municipalities for Eligible Municipal Projects shall be paid exclusively from and subject to the availability of proceeds from the Transportation Surtax, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that Funding provided by County to Municipality for an Eligible Municipal Project must only be utilized by Municipality for purposes permitted under Section 212.055(1), Florida Statutes.

6.2. Method of Billing and Payment. Upon Municipality's request, Formula-based Funding will be paid to Municipality in a lump sum upon the Effective Date of the Surtax Funding Agreement unless Municipality and Contract Administrator approve a different funding schedule. Each request for Funding (whether for the lump sum or pursuant to a funding schedule) must comply with any requirements established in writing by the Contract Administrator and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality (or other written designee), that all funds received or utilized to date by Municipality for Eligible Municipal Projects were, or will be, utilized only for Eligible Municipal Projects subject to Surtax Funding Agreements. If Municipality is receiving Funding pursuant to a funding schedule rather than as a lump sum in advance, the funding schedule may be changed if approved in writing by the Contract Administrator.

6.3. Cost Escalation; Contingency. Except for cost escalation or contingency approved by the Contract Administrator, Municipality acknowledges that the Maximum Funding Amount for Eligible Municipal Projects funded through Formula-based Funding or the Grant Match Program is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for applicable Eligible Municipal Project(s). Other than the initial approved Maximum Funding Amount (inclusive of cost escalation or contingency provided for in the 2025 ILA), County shall have no liability to provide additional Funding regardless of the basis for any claim or the basis for increased cost, including without limitation, differing site conditions, delays, weather, or any other reason. Municipality shall be solely responsible for funding all such additional amounts to complete each Eligible Municipal Project as well as for all costs to operate, support, and maintain its Eligible Municipal Project(s) in perpetuity or until the

end of the Eligible Municipal Project(s) useful life unless otherwise agreed in writing by the Parties and consistent with the Broward County Code of Ordinances.

6.4. Overpayments; Refunds.

6.4.1. If Formula-based Funding provided by County exceeds the actual amounts expended by Municipality for approved Municipal R&M Projects or On-demand Transportation Services, subject to the Contract Administrator's prior written approval, Municipality may elect to add new Municipal R&M Project(s) or additional On-demand Transportation Services in the current or next Fiscal Year and have such funding applied to that supplemental Project (with the supplemental Projects subject to the same application and approval processes as the annual Application submitted by Municipality).

6.4.2. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or On-demand Transportation Services provider in connection with an Eligible Municipal Project paid for with Formula-based Funding shall first be utilized by Municipality to complete the applicable Eligible Municipal Project for which such amounts relate. Any such funds not needed to complete such Project(s) shall either be added to the next Fiscal Year's Funding to be received by Municipality from County or paid by Municipality to County within 30 days after County has given written notice of the requirement to pay, as elected by the Contract Administrator. Municipality shall promptly notify County of any amount of proceeds received by or credited to Municipality, and of any claims filed or asserted relating to an Eligible Municipal Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any proceeds are first credited or repaid to the benefit of County before any other allocation.

6.4.3. Any unspent Funding or refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor or Consultant, for Eligible Municipal Projects other than those being completed with Formula-based funding (e.g., MCP Tails, Grant Match Program Projects, Municipal R&M Projects funded prior to FY 2026, etc.) are not subject to this Section 6.4 and shall be included in the Annual True-Up provided for in Section 5.1 of the 2025 ILA and utilized by County in accordance with the provisions of the 2025 ILA.

6.5. Separate Accounting. Subject to prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for each Eligible Municipal Project other than as provided in Section 6.2 of the 2025 ILA, provided the accounting method permits a full and complete audit of the funds (and any interest earned thereon) as required in the 2025 ILA and these Standard T&Cs.

6.6. Withholding by County. County may withhold, in whole or in part, payment to a Municipality to the extent necessary to ensure utilization of the Funding in accordance with the

2025 ILA, the Surtax Funding Agreement, these Standard T&Cs, Applicable Law, and the County Commission-approved transportation surtax program. Failure by Municipality to comply with the reporting requirements as described in these Standard T&Cs may also be a basis to withhold or limit future funding by County under the 2025 ILA in future Fiscal Years (or, to the extent a Municipality is being paid pursuant to a funding schedule, in the same Fiscal Year), as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly provided otherwise, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of the 2025 ILA or Surtax Funding Agreement, and County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator.

6.7. Ineligible Expenses. In addition to any items that are identified as ineligible for funding in the 2025 ILA, the following expenses are also ineligible for Funding: (a) costs incurred by Municipality prior to the execution of the Surtax Funding Agreement (unless approved in writing by the Contract Administrator, in their sole discretion); (b) amounts that Contractor or Consultant are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project's schedule, costs associated with correcting defective work, audit costs, etc.); (c) audit costs incurred by Municipality; (d) legal and accounting fees and expenses; (e) interest expenses incurred by Municipality as a result of a failure to timely pay a vendor in connection with an Eligible Municipal Project or as a result of unsuccessful litigation relating to an Eligible Municipal Project, and (f) Municipality's staff or other personnel costs associated with the direct work performed by such in-house personnel on an Eligible Municipal Project except as may be expressly approved by the Contract Administrator for time expended by City personnel on Projects performed in-house by a Municipality (e.g., design, CEI, or construction work performed by a Municipality's public works division, etc.).

6.8. Project Closeout. Municipality must submit any final invoicing and the final financial and Project reports for each Eligible Municipal Project ("Final Project Documents") to the Contract Administrator no later than 120 days after the completion of each Eligible Municipal Project. The Final Project Documents must be accompanied by a complete summary of all expenses incurred and all amounts paid for each Eligible Municipal Project, all funding, proceeds, interest earned by Municipality on Funding, or other amounts received relating to each Eligible Municipal Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Project Closeout"). Municipality shall also provide further backup or additional documentation as may be requested by the Contract Administrator. If County or Municipality identifies any error or omission in the Final Project Documents, Municipality shall resubmit corrected documents. To the extent any Funding is being paid to a Municipality on a reimbursement basis after completion of an Eligible Municipal Project, County shall have no obligation to pay such funds until receipt and written approval of the Final Project Documents by the Contract Administrator.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the Surtax Funding Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality or any of its officers, employees, or agents, arising from, relating to, or in connection with an Eligible Municipal Project subject to a Surtax Funding Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of the applicable Surtax Funding Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under the applicable Surtax Funding Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to its Eligible Municipal Projects (the "Project Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this section may include, but are not limited to, on-site visits, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Eligible Municipal Project(s) subject to the applicable Surtax Funding Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make the same available in written form at no cost to County and in electronic form (including in original form) if requested by County.

8.2. Project Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under an Eligible Municipal Project. Project

Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Municipal Project, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with contract
- b) Compliance with the Code (including County’s code of ethics)
- c) Compliance with contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor, including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor’s billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer-readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours, and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Eligible Municipal Project or the Surtax Funding Agreement until the later of five years after expiration or termination of the Surtax

Funding Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. Each Eligible Municipal Project and all expenditures relating to the Eligible Municipal Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of each Eligible Municipal Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within 30 days after the presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with every Audited Entity (and ensure that Contractors and Consultants include such requirements in agreements with Subcontractors). Municipality shall further include in its contracts with Contractors and Consultants the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted):

"Contractor shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Contractor shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within 30 days after presentation of County's findings to Contractor."

8.3. Performance Audits. For the duration of the Project and continuing until five years after the later of Project completion, expiration or termination of the applicable Surtax Funding Agreement, or resolution of any previous audit findings, the Oversight Board or County (whether through the County Auditor or other representative), at County's expense, and subject to reimbursement by Municipality pursuant to this article, may conduct a performance audit and/or review of each Eligible Municipal Project, and all Funding received, maintained, or expended by Municipality for each such Project. Municipality shall fully cooperate and provide all requested Project Records as may be requested by the Oversight Board. Each Eligible Municipal Project and all funds received, maintained, or expended relating to each Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. The Surtax Funding Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt of written notice from the aggrieved Party identifying the breach. The Surtax Funding Agreement may also be terminated by the County Commission upon 60 days' prior written notice if the County Commission determines that one or more Eligible Municipal Projects subject to a Surtax Funding Agreement cannot be funded with surtax funding under Applicable Law, including Section 212.055, Florida Statutes. In addition, the Surtax Funding Agreement may be immediately terminated by written notice by the County Administrator if the Transportation Surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal, or if the Transportation Surtax statute is materially modified by the Florida Legislature in a manner that results in a reduction of funding or requires an offset from County's general revenue or other funds in order to provide the full Funding otherwise contemplated under the 2025 ILA or a Surtax Funding Agreement.

9.2. The Surtax Funding Agreement for an Eligible Municipal Project may be terminated for cause by County for reasons including but not limited to the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the applicable Eligible Municipal Project in accordance with the requirements of the Surtax Funding Agreement within the time period stated in the Application (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of the Surtax Funding Agreement by Municipality, Contractor, or Consultant;

9.2.4. If the Business Opportunity Act applies to the Surtax Funding Agreement, Contractor's or Consultant's act or omission that violates any applicable requirement of the Business Opportunity Act; or

9.2.5. Utilization of the funding provided by County under a Surtax Funding Agreement in a manner that violates Applicable Law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided to Municipality at the address of its City/Town/Village Manager and its municipal attorney.

9.4. If a Surtax Funding Agreement is terminated by County, (a) for Funding provided arrears, Municipality shall be paid from proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s), if funding is available, for any work on the Eligible

Municipal Project(s) properly performed through the termination date specified in the written notice of termination (“Pre-termination Work”), subject to any right of County to retain any sums otherwise due and payable, and (b) for Funding provided in advance, Municipality shall return to County any proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s) in excess of the amount of the Pre-termination Work.

9.5. In addition to any right of termination, County and Municipality shall be entitled to seek any or all available remedies, whether stated in the Surtax Funding Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate a Surtax Funding Agreement upon 30-days’ prior written notice to County if Municipality does not intend to proceed with the Eligible Municipal Project and either (a) the written notice of termination is provided prior to Municipality’s receipt of any funding from County for the Eligible Municipal Project, or (b) prior to the effective date of termination, Municipality returns all funding received from County for the Eligible Municipal Project, including any interest earned by Municipality on any funds provided by County.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of the Surtax Funding Agreement. Municipality shall ensure that similar language is included in all its agreements with Contractors, Consultants, and Subconsultants in connection with the Eligible Municipal Project(s). To the extent that an Eligible Municipal Project subject to the Surtax Funding Agreement is being paid, in part, by U.S. Department of Transportation funds or other federal funds, Municipality shall also comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26 and all other applicable federal law.

10.2. Unless otherwise approved in advance in writing by County’s Director of Office of Economic and Small Business Development (“OESBD”), Municipality shall comply with all applicable requirements of Section 1-81, et seq., Broward County Code of Ordinances (“Business Opportunity Act”), in the award and administration of any contract or agreement regarding each Eligible Municipal Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of the Surtax Funding Agreement, which shall permit County to terminate or exercise any remedy available under the Surtax Funding Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County’s Director of OESBD, Municipality will meet the required CBE goal for each Eligible Municipal Project by utilizing (or requiring the utilization of) CBE firms for at least the CBE Goal stated in the OESBD memorandum relating to each Eligible Municipal Project, except that no CBE commitment shall apply to On-demand Transportation Services agreements, agreements that are subject to other participation goals required by Applicable Law (e.g., Grant Match Program Funding where there are or federal

law state law limitations, federal DBE programs, SBE reserves, etc.), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible to have an CBE Goal by state or federal law, and agreements to which goals are not assigned by County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality or substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, Municipality shall substitute another CBE firm to meet the CBE goal, unless otherwise provided in the Surtax Funding Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project, in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted) in all contracts with Contractors and Consultants:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, et. seq. Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to 50% of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality or must be paid by Contractor to Broward County within 30 days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment."

10.6. Municipality shall provide written monthly reports (prepared by Contractor or Consultant, as applicable) to OESBD and the Contract Administrator no later than 10 business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS – APPLICABLE TO ALL ELIGIBLE MUNICIPAL PROJECTS

11.1. Reporting Requirements. Municipality shall provide the following written reports to the Contract Administrator relating to each Eligible Municipal Project: (i) on a monthly basis, Monthly Utilization Reports (each an “MUR” regarding applicable CBE utilization (sent to OESBD with a copy to the Contract Administrator); (ii) on a calendar quarterly basis throughout the Fiscal Year, the Quarterly Municipal Projects Report using the form available at <https://mapbroward.org/municipal-partners/municipal-surtax-program/>; and (iii) on a calendar quarterly and annual basis, a Municipal Surtax Project Financial Report using the form available at <https://mapbroward.org/municipal-partners/municipal-surtax-program/>.

11.2. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of Municipality’s Surtax Funding Agreement(s). Any determination by the Contract Administrator that is authorized under the Surtax Funding Agreement shall be binding on the Parties. Unless expressly stated otherwise in the Surtax Funding Agreement (including in these Standard T&Cs) or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of the Surtax Funding Agreement. In the event of a dispute regarding performance of the Surtax Funding Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that has not yet been resolved by their respective staff despite diligent good faith efforts, the Contract Administrator and Project Manager (or such other appropriate representative(s) for each Party as may be designated in writing by that Party) shall meet in person or via videoconference within 10 business days after notice of the unresolved dispute and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies or such other authorized representatives for consideration. If either Party provides written notice of impasse, the Mayors or Vice-Mayors of County and Municipality shall meet in person or via videoconference within 10 business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration. Any resolution may only be approved in accordance with the applicable ordinances or policies of each Party (e.g., by the respective governing board(s) or chief administrator of the Party, etc.) to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any

defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.3. Notice. Unless otherwise stated herein, for notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses identified in the Application to these Standard T&Cs and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

11.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with the same. At the request of County, Municipality shall, in accordance with Applicable Law, respond to any request for public records received by County relating to the Surtax Funding Agreement. Any other public records request shall be responded to by the receiving Party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, or other Applicable Law, including Section 119.071(1)(f), Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.5. Independent Contractor. Each Party acknowledges and agrees that nothing in the 2025 ILA or the Surtax Funding Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. No Party or its agents are authorized to act as officers, employees, or agents of any other Party. No Party shall have the right to bind any other Party to any obligation not expressly undertaken by that Party under a Surtax Funding Agreement.

11.6. Sovereign Immunity. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity is deemed

waived under Applicable Law by the mere act of entering into the Surtax Funding Agreement, neither County nor Municipality is intending to waive any claim or defense or sovereign immunity. It is each Party's intent that they retain all immunities and defenses provided under Section 768.28, Florida Statutes.

11.7. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by these Standard T&Cs or any other aspect of the Surtax Funding Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries and that no third party shall be entitled to assert a right or claim against either of them based upon the Surtax Funding Agreement or these Standard T&Cs.

11.8. Assignment. The Surtax Funding Agreement and any right or interest therein may not be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the Surtax Funding Agreement, these Standard T&Cs, and permit County to immediately terminate these Standard T&Cs, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in the Surtax Funding Agreement (inclusive of these Standard T&Cs) was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation stated in the Surtax Funding Agreement is substantial and important to the formation of that agreement, and each is, therefore, a material term. County's or Municipality's failure to enforce any provision of the Surtax Funding Agreement or 2025 ILA shall not be deemed a waiver of such provision or modification. A waiver of any breach of a provision of the Surtax Funding Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification. To be effective, any waiver must be in writing, signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality and all Eligible Municipal Projects undertaken pursuant to a Surtax Funding Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.11. Representation of Authority. The Parties represent and warrant that the Surtax Funding Agreement (inclusive of these Standard T&Cs) constitutes the legal, valid, binding, and enforceable obligation of each Party, that entering into the Surtax Funding Agreement is within each Party's legal powers, and that each individual entering into the Surtax Funding Agreement on behalf of a Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of these Standard T&Cs is found to be unenforceable by any court of competent jurisdiction, or contrary to Applicable Law, that part shall be deemed severed from these Standard T&Cs and the balance of these Standard T&Cs shall remain in full force and effect.

11.13. Branding and Marketing. At County’s request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including but not limited to signage prominently acknowledging the surtax funding source of Eligible Municipal Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County will be fully funded by County. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this section shall not be a basis for withholding or nonpayment of Funding by County under a Surtax Funding Agreement.

11.14. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure each Eligible Municipal Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality’s use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County will be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of Municipality’s failure to comply with this section shall not be a basis for withholding or nonpayment of funding by County under these Standard T&Cs.

11.15. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under a Surtax Funding Agreement to private ownership without prior written approval from County, which may be withheld in its sole discretion. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within 90 days after the sale, transfer, or disposal, an amount equal to the greater of County’s share of the fair market value or the straight-line depreciated value of the improvements plus land value. “County’s share of the fair market value” as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County’s share of the fair market value or the entire amount of surtax funding provided for the Project.

11.16. Joint Preparation. These Standard T&Cs have been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in these Standard T&Cs are for reference purposes only and shall not in any way affect the meaning or interpretation of these

Standard T&Cs. All personal pronouns used in these Standard T&Cs shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms “herein” and “hereof” refer to these Standard T&Cs as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of these Standard T&Cs, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.18. Priority of Provisions. Unless otherwise expressly stated in these Standard T&Cs, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in these Standard T&Cs (other than the 2025 ILA) and any provision of these Standard T&Cs, the Standard T&Cs shall prevail and be given effect. In the event of a conflict between these Standard T&Cs and the 2025 ILA (as the same may subsequently be amended), the 2025 ILA shall govern unless expressly stated otherwise in these Standard T&Cs with respect to a particular Eligible Municipal Project, in which case these Standard T&Cs shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. Section 7.5 of the 2025 ILA shall apply to any dispute between Parties associated with these Standard T&Cs, as well as in connection with any Eligible Municipal Project.

11.20. Amendments. Except for modifications to the Surtax Funding Agreement that may be administratively made as expressly provided for in these Standard T&Cs (e.g., non-material modifications that can be made with notice to the Contract Administrator and other modifications that can be made with Contract Administrator written approval, etc.), no modification, amendment, or alteration of an Application or these Standard T&Cs shall be effective unless contained in a written document executed by duly authorized representatives of County and Municipality.

11.21. Prior Agreements. These Standard T&Cs, the Application(s), and the 2025 ILA represent the final and complete understanding of the Parties regarding the applicable Eligible Municipal Projects and supersede all prior and contemporaneous negotiations and discussions regarding such matters. There is no commitment, agreement, or understanding concerning the relationship between County and Municipality relating to the applicable Eligible Municipal Project(s) identified in the Application submitted each Fiscal Year that are not contained in the aforementioned documents.

11.22. Payable Interest. County shall not be liable to pay any interest to any Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with these Standard T&Cs. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to Applicable Law. If this waiver of liability for interest is inapplicable or determined to be invalid or unenforceable, the Parties agree

that the annual rate of interest for which County may be liable (whether as prejudgment interest or for any other purpose) shall be, to the fullest extent permitted by Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in these Standard T&Cs by reference. All hyperlinked documents identified in these standard T&Cs are also incorporated into and made a part of these Standard T&Cs.

11.24. Survivability. Notwithstanding any expiration or termination of these Standard T&Cs, the following provisions shall survive expiration and termination: Section 2.2 (Municipal Responsibility for its Eligible Municipal Projects); Section 6.4 (Overpayments; Refunds); Section 6.8 (Project Closeout); Article 7 (Indemnification); Article 8 (Auditing); Section 11.4 (Public Records); Section 11.19 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.22 (Payable Interest).

11.25. Approvals. To be effective, any approval under these Standard T&Cs made by or on behalf of County, County Administrator, Contract Administrator, Project Manager, or other representative of any Party must be in writing.

1211878.2

Surtax Funding Request Form Rehabilitation and Maintenance Projects & Micro-Transit

The process for Surtax Municipal Rehabilitation and Maintenance Projects (R&M) and Micro-Transit (MT) was established pursuant to Section 4.3 of the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement, effective July 2025. If funding requests are accepted and eligible, they will be governed by funding agreement terms and conditions.

FY 2026

Municipality & Formula Allocation Amount: _____

Small Municipality Waiver (Sec 4.3.8) – include waiver approved by the elected body of Municipality with submission

Defer funding to Fiscal Year (Sec 4.3.5): _____ – include notification of intention to defer with submission

I. Funding Request: Micro-Transit (Sec. 4.3.6)

Check if your municipality will **not** request funding in this category

Micro-Transit Service Provider: _____ Contract amount for current Fiscal Year: _____ Micro-Transit Surtax Funding Request: _____

Municipality must submit Micro-Transit contract and Provider’s Certificate of Insurance, consistent with the Third Amendment to and Restatement of the Transportation Surtax Interlocal Agreement.

II. Rehabilitation & Maintenance – Project #1

Check if your municipality will **not** request funding in this category

Project Description: _____ Location(s) and Limits: _____

Point of Contact Name: _____ Contact Title: _____ email: _____

Project Scope: _____

Project Budget: Non-Surtax Amount: _____ Surtax Amount: _____ Total Amount: _____

Estimated Schedule: Project Start: _____ Project Completion: _____

Does this project require permit approval(s) from regulatory agencies? _____ If Yes (include with submittal)

Solicitation type: _____ Is this project receiving federal assistance: _____

Total estimated value of optional services: _____ Total amount reimbursable to prime: _____

Licenses, certification, experience and/or specialized equipment required: _____

Breakdown of each specialty required for the project (visit Census.gov to find NAICS Codes)		
Specialty	NAICS Code	Percentage
		%
		%
		%
		%
		%
		%
		%
Total		%

III. Rehabilitation & Maintenance Project #2

Check if your municipality will **not** request funding in this category

Project Description: _____ Location(s) and Limits: _____

Point of Contact Name: _____ Contact Title: _____ email: _____

Project Scope: _____

Project Budget: Non-Surtax Amount: _____ Surtax Amount: _____ Total Amount: _____

Estimated Schedule: Project Start: _____ Project Completion: _____

Does this project require permit approval(s) from regulatory agencies? _____ If Yes (include with submittal)

Solicitation type: _____ Is this project receiving federal assistance: _____

Total estimated value of optional services: _____ Total amount reimbursable to prime: _____

Licenses, certification, experience and/or specialized equipment required: _____

Breakdown of each specialty required for the project (visit Census.gov to find NAICS Codes)		
Specialty	NAICS Code	Percentage
		%
		%
		%
		%
		%
		%
		%
Total		%



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From: Alan Dodd, Emergency Management/Utilities Director

Prepared by: Alan Dodd

- (a) **Subject: Resolution No. 2026-019: (Emergency Management/Utilities)**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING THE FILING OF THE CONSENT FINAL JUDGMENT RELATED TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION V. CITY OF WILTON MANORS, 17TH CIRCUIT COURT OF BROWARD COUNTY, CASE NO. CACE25-002946, LITIGATION MATTER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- (b) **City Manager Recommendation:** Recommend Approval
- (c) **Report In Brief:** Approval of Resolution No. 2026-019 will authorize filing of the Consent Final Judgment related to the State of Florida Department of Environmental Protection V. City of Wilton Manors, 17th Circuit court of Broward County, Case No. CACE25-002946.
- (d) **Discussion:** The proposed Consent Final Judgment resolves an enforcement action initiated by the Florida Department of Environmental Protection (FDEP) concerning alleged violations related to the City's wastewater collection system, including sanitary sewer overflows and reporting requirements. The agreement confirms that the City has completed prior required improvements, establishes additional corrective actions focused on system capacity and overflow prevention, and sets a schedule for evaluation and potential infrastructure enhancements through 2029. The Judgment also includes a reduced civil penalty with options for offset through approved environmental or infrastructure projects. Approval of this item authorizes execution of the Consent Final Judgment and formalizes the City's compliance framework moving forward.
- (e) **Strategic Plan Consistency:** Goal A. Advance Infrastructure Improvements. Key Objective 1. Improve Water, Stormwater, and Wastewater Infrastructure.
- (f) **Concurrences:**
- (g) **Fiscal Impact:** The Consent Final Judgment requires payment of \$1,000 in investigative costs and a civil penalty of \$98,000, which may be offset in whole or in part through the completion

of an approved in-kind environmental or infrastructure project or a Pollution Prevention (P2) project, subject to FDEP approval. Funding for any required payments or projects will be provided through the City's wastewater enterprise fund. In addition, the City will incur future costs associated with required engineering evaluations, planning, and any capital improvements necessary to increase system capacity and ensure compliance, with final costs to be determined based on the results of the required system evaluation.

(h) Alternatives:

- (i) Attachments:**
1. 2026-019 RESO Approving Consent Final Judgment in FDEP v. WM
 2. Wastewater Consent Final Judgement Memorandum
 3. Consent Final Judgment Case No. CACE-25-002946 Draft 4_1_2026

1
2
3
4
5
6
7
8
9
10
11
12
13

RESOLUTION NO. 2026-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING THE FILING OF THE CONSENT FINAL JUDGMENT RELATED TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION V. CITY OF WILTON MANORS, 17TH CIRCUIT COURT OF BROWARD COUNTY, CASE NO. CACE25-002946, LITIGATION MATTER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

14 **WHEREAS**, the City Commission of the City of Wilton Manors, Florida, deems
15 it to be in the best interests of the public to approve the filing of the Consent Final
16 Judgment related to the *State of Florida Department of Environmental Protection v. City*
17 *of Wilton Manors*, 17th Circuit Court of Broward County, Case No. CACE25-002946,
litigation matter.

18 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF**
19 **THE CITY OF WILTON MANORS, FLORIDA, THAT:**

20 **Section 1.** The “WHEREAS” clause set forth above is true and correct and
21 incorporated herein by this reference.

22 **Section 2.** The City Commission of the City of Wilton Manors hereby approves the
23 filing of the Consent Final Judgment for entry by the Court; said Consent Final Judgment
24 having been submitted for consideration to the City Commission in written form.

25 **Section 3.** All Resolutions or parts of Resolutions in conflict herewith, be and the
26 same are repealed to the extent of such conflict.

27 **Section 4.** If any section, sentence, clause or phrase of this Resolution is held to be
28 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
29 no way affect the validity of the remaining portions of this Resolution.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Section 5. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS _____ DAY OF APRIL, 2026.

CITY OF WILTON MANORS, FLORIDA

By: _____
SCOTT NEWTON, MAYOR

ATTEST: RECORD OF COMMISSION VOTE

_____	MAYOR NEWTON	_____
ELIZABETH	VICE MAYOR CAPUTO	_____
GARCIA-BECKFORD, MMC	COMMISSIONER BRACCHI	_____
CITY CLERK	COMMISSIONER D'ARMINIO	_____
	COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Resolution.

/s/ Kerry L. Ezrol

KERRY L. EZROL
CITY ATTORNEY

City of Wilton Manors

2020 Wilton Drive • Wilton Manors, Florida 33305 • (954) 390-2120 • FAX (954) 390-2199



Date: March 30, 2026
To: Honorable Mayor, Vice Mayor, and Commissioners
From: Leigh Ann Henderson, City Manager
Subject: **Consent Final Judgement – Wastewater Consent Order**

Life's Just Better Here

Scott Newton
Mayor

Chris Caputo
Vice Mayor

Mike Bracchi
Commissioner

Don D'Arminio
Commissioner

Paul Rolli
Commissioner

Leigh Ann Henderson
City Manager

Kerry Ezrol
City Attorney

The Consent Final Judgment resolves an enforcement action initiated by the Florida Department of Environmental Protection (DEP) against the City of Wilton Manors concerning alleged violations of environmental regulations and a prior Consent Order (CO 20-1436) governing the City's wastewater collection system. The City owns and operates a wastewater system that conveys wastewater to the City of Fort Lauderdale's transmission and treatment facilities pursuant to an interlocal agreement. Due to regional conditions, including heavy rainfall and tidal influences, both systems are subject to peak flow events that have historically contributed to sanitary sewer overflows (SSOs). Wastewater facilities in our region and throughout much of Florida have experienced increases in SSOs in recent years due to a combination of factors, including higher-intensity storm and tidal events.

On September 21, 2021, the City entered into Consent Order 20-1436 to address prior violations involving the discharge of untreated wastewater into surface waters, including the Middle River. Since that time, the City has completed all required projects under the Consent Order, including implementation of its Infiltration and Inflow (I&I) Plan and construction of a new 24-inch force main to increase system capacity and provide redundancy.

On March 3, 2025, DEP filed a Complaint seeking injunctive relief and civil penalties, alleging that the City failed to fully comply with certain operational, reporting, and response requirements under the Consent Order and applicable regulations. The Complaint details multiple SSO events between 2022 and 2024, including discharges to the Middle River and instances involving multi-day events and delayed or incomplete reporting. The alleged violations include failure to adequately manage wastewater during peak flow conditions, failure to timely and completely report SSOs, failure to follow required response procedures, and failure to provide required public notifications. Additional allegations involve unauthorized discharges, exceedances of water quality standards, and deficiencies in required reporting. The Complaint also alleges that, during certain peak flow events, cleanout caps were removed, contributing to unauthorized discharges. The City does not admit or deny these allegations but has agreed to resolve them through the Consent Final Judgment.

As of the execution of the Consent Final Judgment, the City has satisfied all requirements of Consent Order 20-1436. All spill reporting and notification requirements are up to date and the City has implemented processes to ensure compliance with reporting and public notice requirements. The City has also completed significant infrastructure improvements, including the new force main connection and Inflow & Infiltration Plan that enhance system capacity and reliability. These actions establish that the City is currently in compliance with prior obligations, and the Consent Final Judgment focuses primarily on forward-looking measures to ensure continued system performance and regulatory compliance.

The Consent Final Judgment establishes a structured compliance program with defined deadlines and forward-looking requirements. The City must submit an updated Sanitary Sewer Overflow Response Plan within 90 days demonstrating its ability to manage peak flows and ensure that all wastewater is conveyed to authorized treatment facilities. The updated plan must include immediate response measures and identify available capacity at receiving facilities.

City of Wilton Manors

2020 Wilton Drive • Wilton Manors, Florida 33305 • (954) 390-2120 • FAX (954) 390-2199

Within 270 days, the City must complete a comprehensive evaluation of its wastewater system by a licensed professional engineer. This evaluation must analyze system capacity, flows, and infrastructure performance, including the effectiveness of the existing dual connections to the Fort Lauderdale system. If deficiencies are identified, the evaluation must include feasible alternatives to increase capacity or provide additional system connections.


Following completion of the evaluation, the City must notify the FDEP of any selected alternatives and provide an implementation schedule. All required improvements must be completed and operational no later than December 31, 2029, unless otherwise approved by the FDEP.

FDEP initially sought penalties in its original complaint totaling \$964,000. However, the City demonstrated that several of the events qualified as excusable events due to extreme weather conditions that should not be penalized. Following discussions with FDEP, the proposed Consent Final Judgment imposes civil penalties totaling \$98,000, along with \$1,000 in investigative costs (the Civil Penalty). The City is provided with options to offset the Civil Penalty. In lieu of payment of the Civil Penalty, the City may elect to complete an approved in-kind environmental or infrastructure project with a value of at least \$147,000, or alternatively, implement a Pollution Prevention (P2) project that reduces environmental impacts beyond regulatory requirements. Both options require the FDEP approval and compliance with detailed submittal, implementation, and reporting requirements. If neither option is selected and approved by FDEP, the Civil Penalty must be paid to FDEP in accordance with the Consent Final Judgment.

The Consent Final Judgment allows FDEP to conduct inspections to ensure compliance and provides that the Court will retain jurisdiction to enforce its terms. The settlement resolves all issues raised in the litigation and supersedes the prior Consent Order. Importantly, the Consent Final Judgment does not constitute an admission of liability by the City, and the City remains obligated to comply with all applicable federal, state, and local regulations. Furthermore, the Consent Final Judgment provides clear and measurable benchmarks for completion, providing the City with a level of control over the duration of FDEP's enhanced engagement with the City until the Consent Final Judgment has been satisfied. The updated SORP and the evaluation process must be completed, along with any necessary improvements, before the Consent Final Judgment is deemed satisfied. Apart from those requirements, the Consent Final Judgment can be satisfied either by payment of the Civil Penalty or by completion of an "in-kind" or P2 project that is approved by FDEP, as outlined above.

In summary, the Consent Final Judgment reflects that the City has completed its prior required improvements and is currently in compliance, while establishing a clear path forward focused on system capacity, resiliency, and long-term regulatory compliance. The agreement avoids further litigation, provides flexibility in addressing penalties, and outlines a structured framework for continued investment in the City's wastewater infrastructure through 2029.

Sincerely,



Leigh Ann Henderson
City Manager

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

**STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION**

Plaintiff,
vs.

CASE NO. CACE-25-002946

CITY OF WILTON MANORS,

Defendant.

CONSENT FINAL JUDGMENT

Plaintiff, the State of Florida Department of Environmental Protection (“Plaintiff” or “Department”) and Defendant City of Wilton Manors (“Defendant” or “Wilton Manors” or the “City”), having consented to the entry of this Consent Final Judgment (“Judgment”) to reach settlement of matters in dispute between them without the need for further litigation, and the Court, having reviewed the pleadings and the record, and being otherwise duly informed, it is hereby

ORDERED AND ADJUDGED, as follows:

1. This Court has jurisdiction over each of the parties hereto and over the subject matter of this action.
2. The Department is an administrative agency of the State of Florida, created by section 20.255, Fla. Stat., which is authorized to enforce the environmental laws of the State of Florida, including Chapter 403, Florida Statutes, and the rules promulgated thereunder in Florida Administrative Code Title 62.

3. Defendant is the owner of and is responsible for the operation of a wastewater collection system operated under collection system ID No. FLSS0A098 (“System”).

I. BACKGROUND

4. Wastewater is transferred from the Defendant’s System into the Fort Lauderdale (“FTL”) Collection/Transmission System (“FTL CTS”) via master lift station #11 at 1501 NE 26th Drive, Wilton Manors, Florida (“Master Lift Station”). After wastewater moves out of the Defendant’s System and into the FTL CTS, the wastewater continues to be transmitted, via the FTL CTS, to FTL’s G.T. Lohmeyer Wastewater Treatment Plant, Facility ID No.: FLA041378 (“FTL WWTP”). The FTL CTS and the FTL WWTP are collectively referenced as the “FTL Facilities” herein.

5. The arrangement between FTL and the Defendant for FTL to collect, transmit, and treat the Defendant’s wastewater is memorialized in an interlocal agreement, the LARGE USER WASTEWATER AGREEMENT between City of Fort Lauderdale and City of Wilton Manors, adopted by Defendant on March 8, 2022, via Defendant’s City Commission Resolution No. 2022-024 (the “Interlocal Agreement”).

6. Because the Defendant and FTL are closely related in terms of geography and hydrology, extreme environmental events known to occur in the area, such as high-intensity or long-duration rain events, extreme tidal events, and the like, tend to simultaneously affect the Defendant’s System and the FTL Facilities.

Wilton Manors Consent Orders

7. On September 21, 2021, the Defendant and the Department executed an amended consent order to address previously alleged violations (“Wilton Manors’ CO” or “CO 20-1436”). Wilton Manors’ CO was a final order under section 120.52, Florida Statutes.

8. As part of the Wilton Manors' CO, Defendant submitted a Sanitary Sewer Overflow Response Plan ("SORP") to the Department which was approved on December 9, 2021, to be implemented and followed by Defendant and is enforceable as part of Wilton Manors' CO. The SORP has been updated periodically since it was approved.

9. Defendant has completed all projects and improvements under the Wilton Manors CO, and has timely notified the Department of its completion of the same.

II. ALLEGED VIOLATIONS

10. On March 3, 2025, the Department brought this action under section 120.69, Florida Statutes, to enforce the terms of the Wilton Manors' CO and to address the following alleged violations which the Defendant neither admits nor denies:

- a. Failure to develop or acquire means to contain all the Defendant's wastewater during peak flow events, and to deliver all the wastewater to a Department-authorized wastewater treatment and disposal facility (WWTF) in violation of CO 20-1436.
- b. Failure to submit required information in a written report within 5 days of discovery of an SSO in violation of the SORP and CO 20-1436.
- c. Failure to follow the appropriate action during different spill events in violation of the SORP and CO 20-1436.
- d. Failure of the City Manager to notify residents in affected areas when a major spill has occurred in violation of the SORP and CO 20-1436.
- e. Removing cleanout caps in violation of 62-604.500 Florida Administrative Code.
- f. The discharge of wastewater without proper treatment in violation of Rule 62-604.130 Florida Administrative Code.
- g. On 11 occasions between April 2023-November 2024, Defendant failed to make all required oral or written reports to the Department with all the required information in violation of 62-604.550 Florida Administrative Code.
- h. Failing to maintain water quality levels by having exceedances of

enterococci bacteria in 10 samples following discharge events in violation of 62-302.500 and 62-302.530 Florida Administrative Code.

11. On July 17, 2025, the Defendant submitted to DEP a Certification of Completion of Infiltration and Inflow (“I&I”) Plan Requirement under CO 20-1436.

12. As of the date of this CFJ, Wilton Manors has satisfied the requirements of CO 20-1436.

13. The Parties agree that as of the date of execution of this Judgment, all spill reports and required notifications are up to date.

14. On December 16, 2024, the Defendant completed construction and put into operation a new 24” force main which routes flow from Master Lift Station #11 to the FTL CTS in order to increase capacity and provide a second connection into the FTL CTS.

III. ACTIONS TO BE TAKEN

15. Defendant shall complete the following corrective actions within the stated time periods:

- a. Effective immediately, Defendant shall implement and follow all requirements in its sanitary sewer overflow plan.
- b. Within 90 days of the effective date of this judgement, Defendant shall submit to the Department an updated Sanitary Sewer Overflow Response Plan (“Updated SORP”). The Updated SORP shall demonstrate Defendant’s capacity to manage wastewater during peak flow events and to convey wastewater to a Department-authorized treatment and disposal facility (“WWTF”). The Updated SORP shall identify measures available for immediate implementation to manage excess flows, including, but not limited to, the use of temporary equipment to bypass problem locations by

transferring wastewater between portions of the system and the deployment of tanker trucks and related equipment to capture and transport flows exceeding system capacity. The Updated SORP shall further document and quantify agreements with one or more Department-authorized domestic wastewater treatment and disposal facilities demonstrating that such facilities have agreed to accept excess flows. Such agreements shall be sufficient to accommodate the highest peak daily flow recorded in the Defendant's system during calendar year 2025.

c. Within 270 days of the effective date of this Judgment, Defendant shall submit to the Department an evaluation of the Defendant's System conducted by a professional engineer registered in the State of Florida. The evaluation shall include:

- i. For the period of calendar year 2025, the monthly Annual Average Daily Flows and the daily total flows Defendant's System delivered to FTL's CTS via Wilton Manor's Master Lift Station #11.
- ii. The evaluation shall consider the current two connections, along with the proposed replacement of Wilton Manor's Master Lift Station #11, to determine if the wastewater system will provide the needed capacity to receive and transmit to the FTL CTS all of Defendant's wastewater during the highest peak daily flow in Defendant's System recorded during calendar year 2025.
- iii. If the evaluation reveals insufficient capacity to meet the demands required, based on the analysis required under Paragraph 15.c.ii., above, it will include an assessment of the technical and economic feasibility of alternatives for containing and delivering all flows in Defendant's System to a Department-authorized domestic wastewater treatment and disposal facility ("WWTF"). The assessment shall consider, at

minimum, construction of one or more new connection(s) to a Department-authorized WWTF or collection/transmission system, to either supplement or replace the existing two connections from Wilton Manor's Master Lift Station #11 to the FTL CTS, as well as other modifications to the system to increase capacity. The total capacity of the connection(s) to receive Defendant's flows on a daily basis shall exceed the highest peak daily flow in Defendant's System recorded during calendar year 2025.

- d. Within 90 days of the completion of the evaluation and any assessment required by Paragraph 15.c.iii., above, Defendant shall notify the Department in writing as to which alternative(s) Defendant chooses to implement, with a projected schedule for completion of any permitting, bid processes, and construction necessary. The final completion date upon which the chosen alternative becomes operational shall be no later than December 31, 2029, unless an alternative schedule submitted by Wilton Manors is approved by the Department.

16. In the event that Defendant believes that they need an extension on any of the above deadlines in Paragraph 15, the Defendant may request a reasonable extension period to be mutually agreed upon by the Parties under the circumstances to complete the required action. The request must be made at least ten (10) business days prior to the deadline for completing the assessment required by Paragraph 15.c., above. In making the request, the Defendant shall have the burden of proving that the extension is needed because of circumstances beyond the reasonable control of the Defendant that the Defendant could not overcome with due diligence. If the parties agree that the extension is needed because of circumstances beyond the reasonable control of the Defendant, the time for performance shall be extended for a reasonable period to be mutually agreed upon by the Parties under the circumstances, as contemplated by this paragraph or Paragraph 15.c., above.

17. Subject to Paragraph 20, below, within 45 days following completion of the evaluation under Paragraph 15 above, Defendant, City of Wilton Manors, 2020 Wilton Drive, Wilton Manors, FL 33305, shall pay the Department, 3900 Commonwealth Blvd. MS-35 Tallahassee, Florida 32399, \$98,000.00 for civil penalties for the violations addressed in this Judgment, in accordance with sections 403.121, and 403.141, Florida Statutes, for a total of \$98,000.00, that shall bear legal interest at the rate of 8.44% a year.

18. Within 45 days of the effective date of this Judgment, Defendant, City of Wilton Manors, 2020 Wilton Drive, Wiltons Manors, FL 33305, shall pay the Department, 3900 Commonwealth Blvd. MS-35 Tallahassee, Florida 32399, \$1,000.00 in recoverable investigative costs and expenses, in accordance with sections 403.121 and 403.141, Florida Statutes, that shall bear legal interest at the rate of 8.44% a year.

19. Defendant shall make all payments required by this Judgment by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this action ("OGC No. 20-0894") and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final and effective filed with the Clerk of the Department before the ability to make online payment is available.

20. In-Kind Option for Offset of Penalties:

a. In lieu of making cash payment of \$98,000.00 in civil penalties as set forth in paragraph 17 above, the Department, at its discretion, may allow Defendant to off-set up to \$98,000.00 by implementing an in-kind project, which must be approved by the Department. An

in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the portion of the stipulated penalty amount, which in this case is the equivalent of at least \$147,000.00. If Defendant chooses to implement an in-kind project, Defendant shall notify the Department of its election within 15 business days of the completion of its evaluation under Paragraph 15, above. If Defendant elects to implement an in-kind project as provided in this Paragraph, then Defendant shall comply with all the requirements and time frames in Exhibit A entitled In-Kind Projects.

b. In the event that Defendant elects to off-set civil penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Judgment remains in effect or during the effective date of any Department issued Permit to Defendant whichever is longer (“Prohibited Transfer Duration”), Defendant shall not transfer or use funds obtained by the Defendant from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, “Prohibited Transfer”). Defendant shall annually certify to the Department using the Annual Certification Form located on Exhibit A to this Judgment that no Prohibited Transfer has occurred. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and entire total in Paragraph 17 of this judgment shall immediately become due and owing to the Department irrespective of any expenditures by the Defendant in furtherance of the In-Kind project.

21. Pollution Prevention Option for Offset of Penalties:

a. In lieu of making cash payment of \$98,000.00 in civil penalties as set forth

in Paragraph 17, and as an alternative to the In-Kind Project option in Paragraphs 20, Defendant may elect to off-set up to \$98,000.00 of this amount by implementing a Pollution Prevention (“P2”) Project, which must be approved by the Department. P2 is a process improvement that reduces the amount of pollution that enters the environment; by conserving resource (including water, raw materials, chemicals, and energy) use, or by minimizing waste generation (including domestic and industrial wastewater, solid and hazardous waste, and air emissions). A P2 Project must reduce pollution or waste within the process beyond what is required by federal, state, or local law, in order to be eligible for civil penalty offset under this Judgment. If Defendant chooses to implement a P2 Project, Defendant shall notify the Department of its election within 15 days following completion of the evaluation set forth in Paragraph 15, above.

b. If Defendant elects to implement a P2 Project as provided in Paragraph 21, Defendant shall submit a completed P2 Project Plan (“Plan”) within 60 days of the completion of the evaluation set forth in Paragraph 15, above. The Plan must be completed using Exhibit B, “P2 Project Plan” template.

c. In the event the Department requires additional information to process the Plan described in Paragraph 21.b., Defendant shall provide a modified Plan containing the information requested by the Department within 30 days of the date of the request.

d. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Defendant shall pay the difference within 30 days of written notification by the Department to Defendant that the balance is due.

22. Notwithstanding the election to implement an In-Kind Penalty Project or a P2 Project, payment of the remaining civil penalties not being offset must be paid within 45 days

completion of the evaluation set forth in Paragraph 15, above.

23. Except as otherwise provided, all submittals and payments required by this Order shall be emailed to the Southeast District office at SED.Wastewater@dep.state.fl.us and to Ryan Kandziora, Environmental Specialist, Compliance Assurance Program, Department of Environmental Protection, Southeast District, at Ryan.Kandziora@FloridaDEP.gov.

24. Upon the effective date of this Judgment, Defendant shall allow the Department and its agents, employees, contractors, and subcontractors acting under the authority of the Department to access the Property and determine compliance with the terms of this Judgment until the Department issues a notice that the violations have been addressed.

25. This Judgment shall constitute the complete settlement of the Parties for all issues raised in this litigation, and supersedes Wilton Manor's CO. There are no representations, warranties, covenants, terms, or conditions agreed upon between the parties other than those expressed in this Judgment. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or the rules administered by the Department that are not specifically resolved by this action or this Judgment.

26. The parties shall bear their own costs, expenses, and attorney's fees.

27. This Judgment does not constitute an admission of liability by Defendant.

28. Entry of this Judgment does not relieve the Defendant of the need to comply with any applicable federal, state, or local laws, regulations, or ordinances.

29. No modification of the terms of this Judgment shall be effective unless reduced to writing, executed by both the Defendant and the Department, and approved by the Court.

30. This Court shall retain jurisdiction over this matter to enforce the terms and conditions of this Judgment.

31. Within five (5) business days of the Plaintiff's receipt of notice of the satisfaction of the terms of this Judgment by letter sent by the Defendant and Plaintiff's confirmation of the satisfaction of Judgment, Plaintiff shall file a Satisfaction of Judgment with the Court and serve the Defendant with the same.

DONE AND ORDERED in Chambers in Broward County, Florida, on this _____ day of _____, 2026.

CIRCUIT JUDGE

EXHIBIT A
IN-KIND PROJECT

Introduction

Proposal

- a. Within **60 days** following completion of the evaluation in paragraph 15, Defendant shall submit a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

- b. The proposal shall also include a Certification by notarized affidavit from a senior management official for Defendant who shall testify as follows:

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

1. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the eighteenth month period prior to the effective date of **CACE-25-002946** there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.
2. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of physical presence or online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires:

Commission/Serial No.:

Annual Certification Form

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the twelve-month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of physical presence or online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires:

Commission/Serial No.:

b. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with

Department guidelines, Defendant shall submit all requested additional information, clarification, and modifications within **15 days** of receipts of written notice.

c. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Defendant shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Defendant shall correct and redress all the matters at issue and submit a new proposal within **30 days** of receipt of written notice. In the event that the revised proposal is not approved by the Department, Defendant shall make cash payment of the penalties as set forth in paragraph 17 of the judgment, within **30 days** of Department notice.

d. Within **180 days** of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph (a) above, Defendant shall complete the entire in-kind project.

e. During the implementation of the in-kind project, Defendant shall place appropriate sign(s) at the project site indicating that Defendant's involvement with the project is the result of a Department enforcement action. Defendant may remove the sign(s) after the project has been completed. However, after the project has been completed Defendant shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

f. In the event Defendant fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Defendant to the Department within **30**

days of Department notice. If the in-kind penalty project is terminated and Defendant timely remits the cash payment of assessed penalty, no additional penalties shall be assessed for failure to complete the requirement of this paragraph.

g. Within **15 days** of completing the in-kind project, Defendant shall notify the Department of the project completion and request a verification letter from the Department. Defendant shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

h. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Defendant shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Defendant shall correct and redress all the matters at issue and submit a new notification of completion within **15 days** of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of the assessed penalty shall be due from the Defendant to the Department within **30 days** of Department notice. If the in-kind penalty project is terminated and Defendant timely remits the cash payment of the assessed penalty, no additional penalties shall be assessed for failure to complete the requirements of this paragraph.

EXHIBIT B
P2 PROJECT

P2 Project Plan (Plan)

(Note: Provide the information specified and delete existing text within parentheses)

(Facility Name)

(Address)

(Telephone)

(Preparer Name/Title)

A. **Project Description:** (Summarize P2 Projects selected. Describe the processes or operations to be modified, and the specific changes to be made. Include details such as the specific equipment to be installed, materials to be substituted, and the actual changes to be made to processes or operations. Include manufacturer or vendor information, and specifications.)

B. **Environmental and Economic Benefits:** (Explain why and how each Project proposed constitutes P2.

Specify how each material, chemical, water and energy is saved, and from which processes or operations. Specify how each solid and hazardous waste, industrial wastewater and air emissions are generated, the waste type, and from which processes or operations. **Describe generally in paragraph format.**

Estimate the *annual* savings in *resources* - raw materials, chemicals, water, and energy at the process or operation front end. Estimate the *annual* reductions in *wastes* - solid and hazardous waste, wastewater, and air emission reductions at the process or operation back end.

Figures quoted should represent weights or volumes annually and should be equalized for production rate changes. Associated cost savings should be included. **Describe specifically**

using the tables provided.

Complete the first table for each per Project individually. Add or average corresponding figures from each Project table to complete the Plan table, *for multiple Projects.*)

<i>(Project Name)</i>							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh- specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							
Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons- specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							

Total Annual Avoided Cost Savings =

Summary of All P2 Projects

Annual Resource Consumption Comparison

Item	Quantity Used (gal/lb/kwh-specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							
Energy							

Total Annual Cost Savings =

Annual Waste Generation Comparison

Item	Quantity Generated (gal/lb/tons-specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							

Total Annual Cost Savings =

Total Annual Avoided Cost Savings =

C. **Project Cost:** (Include per Project the itemized, subtotal and Project total costs. A projected payback period in months or years needs to be included.

Provide a grand total cost for all Projects and an averaged projected payback period, *for multiple Projects. Use list or table format for all.*)

D. **Implementation Schedule:** (Provide a brief discussion of the steps necessary to implement the Projects and expected time frames for completion. A table or list format is preferred. The schedule shall include a list of milestones with dates, or timeframes based on Plan approval date, including Progress and Final Report submittals. Provide a description of any anticipated problems and options. *The implementation should take no longer than six months to complete.*)

E. **Project Reporting:**

1. Within 90 days of approval of the Project Plan, the Defendant shall submit a P2 Project Progress Report to the Department that describes the Defendant's progress in implementing the P2 Project and meeting the requirements in the Plan, and includes a list of equipment ordered, purchased, and/or installed.

2. Within 180 days of approval of the Plan, the Defendant shall submit to the Department a P2 Project Final Report that includes the following.

a. A confirmation that the information presented in Sections A-C of the Summary is unchanged, or an updated version with the sections changed appropriately. A statement that the Project(s) was/were implemented successfully. An explanation of any

problems encountered and corrections applied.

b. Attached expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Project.

3. The Department shall review the Final Report and determine:

a. Whether the project was properly implemented; and

b. Which expenses apply toward pollution prevention credits.

4. A \$1.00 pollution prevention credit for each \$1.00 spent on applicable costs will be applied against the portion of the civil penalty that can be offset.

a. The following costs are allowable to offset the allowable amount of the civil penalty:

i. Preparation of the P2 Project;

ii. Design of the P2 Project;

iii. Installation of equipment for the P2 Project;

iv. Construction of the P2 Project;

v. Testing of the P2 Project;

vi. Training of staff concerning the implementation of the P2 Project; and

vii. Capital equipment needed for the P2 Project.

b. The following costs shall not apply toward P2 credit:

i. Costs incurred in conducting a waste audit;

ii. Maintenance and operation costs involved in implementing the P2

Project;

iii. Monitoring and reporting costs;

- iv. Salaries of employees who perform their job duties;
- v. Costs expended to bring the facility into compliance with current law, rules and regulations;
- vi. Costs associated with a P2 Project that is not implemented;
- vii. Costs associated with a P2 Project that has not been approved by the Department; and
- viii. Legal costs.

c. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Defendant shall pay the difference within 30 days of written notification by the Department to the Defendant that the balance is due.

5. The Department may terminate the P2 Project at any time during the development or implementation of it, if the Defendant fails to comply with the requirements in this document, act in good faith in preparing and implementing the project or develop and implement the P2 Project in a timely manner. The Defendant may terminate the P2 Project at any time during its development or implementation.



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From: Alan Dodd, Emergency Management/Utilities Director

Prepared by: Alan Dodd

- (a) **Subject: Resolution No. 2026-020: (Emergency Management/Utilities)**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH DAVID MANCINI & SONS, INC. TO CONSTRUCT STORMWATER IMPROVEMENTS IN THE VICINITY OF NE CORAL GARDENS DRIVE AND NE 27TH DRIVE WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- (b) **City Manager Recommendation:** Recommend Approval
- (c) **Report In Brief:** Approval of Resolution No. 2026-020 will authorize the City to enter into an agreement with David Mancini and Sons, Inc. to install drainage at Coral Gardens Drive and NE 27 St.
- (d) **Discussion:**

The City of Wilton Manors has an ongoing need to improve stormwater conveyance and reduce localized flooding within low-lying residential neighborhoods. The Coral Gardens Drive and NE 27th Drive area, adjacent to Lieber Park, experiences significant flooding during heavy rainfall events. As a result, the City has identified this corridor for targeted stormwater system improvements to enhance capacity, improve outfall protection, and provide better overall resiliency. The proposed Coral Gardens Drive & NE 27th Drive Stormwater Improvements project includes the installation of approximately 800 linear feet storm drain pipe, new drainage structures, construction of new Type C ditch bottom inlets, installation of a new 4-foot diameter manhole, and connection to the existing manhole system. In addition, the project includes installation of an 18-inch WaStop inline tidal check valve to prevent backflow from the adjacent canal during high tide events with a pollution retardant baffle to enhance water quality.

David Mancini & Sons, Inc. has submitted a total price proposal of \$384,064.00 to complete the improvements. The pricing is based on unit rates established under a City of Fort Lauderdale piggyback agreement for Annual General Stormwater Contract (ITB Event No. 468-1), ensuring cost consistency and market competitiveness.

Upon completion, the improvements are expected to significantly enhance stormwater collection and conveyance capacity within the project area, reduce roadway and yard flooding during storm events, and minimize tidal backflow impacts from the Middle River. These upgrades will increase system reliability, protect adjacent residential properties and public infrastructure, and further the City's ongoing efforts to strengthen stormwater resilience in vulnerable neighborhoods.

(e) **Strategic Plan Consistency: Goal A.** Advance Infrastructure Improvements. **Key Objective 1.** Improve Water, Stormwater, and Wastewater Infrastructure.

(f) **Concurrences:** None

(g) **Fiscal Impact:** The drainage project will increase the level of service within the area and provide stormwater relief to adjacent properties. The total construction cost of \$384,064.00 is funded in the Capital Improvement Plan for FY2026 in the drainage fund.

(h) **Alternatives:** None

(i) **Attachments:**

1. 2026-020 RESO Approving Piggyback Agreement with David Mancini & Sons
2. Piggyback Agreement (FLL) with David Mancini & Sons, Inc. for Stormwater Improvements - Executed by DMSI
3. Requisition 26-0347
4. DMSI - COI (Exp 07-01-26)

1
2
3
4
5
6
7
8
9
10
11

RESOLUTION NO. 2026-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH DAVID MANCINI & SONS, INC. TO CONSTRUCT STORMWATER IMPROVEMENTS IN THE VICINITY OF NE CORAL GARDENS DRIVE AND NE 27TH DRIVE WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

12 **WHEREAS**, Section 2-58(d)(2)e of the Code of Ordinances of the City of Wilton
13 Manors, excepts from the requirements of the Procurement Code, “(c)ommodities or
14 services that are the subject of contracts with the state, its political subdivisions or other
15 governmental entities, including the United States government, are exempt from this
16 Section, provided, however, that this subsection shall apply only if the contract expressly
17 permits or if the awarding jurisdiction and/or the vendor agree to allow the City to
18 purchase therefrom, and if either:

- 19 1. The commodities or services are the subject of a price schedule negotiated by
20 the state or federal government or by competitive bid by another governmental
21 agency and not on any preference; or
22 2. The price offered for the commodity or service exactly equals or is lower than
23 the governmental contract from vendors awarded such governmental contract.
24 Where an award is made pursuant to this paragraph, the terms and conditions
25 agreeable to the City may be used in lieu of those terms and conditions of the
26 contract with the other governmental agency.”

27 **WHEREAS**, on or about October 31, 2025, the City of Fort Lauderdale entered
28 into an agreement with David Mancini & Sons, Inc. following issuance of ITB Event No.
29 468-1, Project Number P12220 for general stormwater annual construction, a copy of

1 which is incorporated herein by this reference (“FORT LAUDERDALE AGREEMENT”);
2 and

3 **WHEREAS**, David Mancini & Sons, Inc. has agreed to honor the prices, terms,
4 and conditions of the FORT LAUDERDALE AGREEMENT; and

5 **WHEREAS**, the City Commission of the City of Wilton Manors deems it to be in
6 the best interests of the public to execute an Agreement with David Mancini & Sons, Inc.
7 to construct stormwater improvements in the vicinity of NE Coral Gardens Drive and NE
8 27th Drive within the City.

9 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION**
10 **OF THE CITY OF WILTON MANORS, FLORIDA, THAT:**

11 **Section 1.** The “WHEREAS” clauses set forth above are true and correct and
12 incorporated herein by this reference.

13 **Section 2.** The City Commission of the City of Wilton Manors hereby approves
14 the terms and conditions of the Agreement with David Mancini & Sons, Inc.; said
15 Agreement having been submitted for consideration to the City Commission in written
16 form.

17 **Section 3.** The proper City Officials of the City of Wilton Manors are hereby
18 authorized and directed to execute said Agreement.

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

21 **Section 5.** If any section, sentence, clause or phrase of this Resolution is held to be
22 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
23 in no way affect the validity of the remaining portions of this Resolution.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Section 6. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, THIS ___ DAY OF APRIL, 2026.

CITY OF WILTON MANORS, FLORIDA

By: _____
SCOTT NEWTON, MAYOR

ATTEST: RECORD OF COMMISSION VOTE

_____	MAYOR NEWTON	_____
ELIZABETH	VICE MAYOR CAPUTO	_____
GARCIA-BECKFORD, MMC	COMMISSIONER BRACCHI	_____
CITY CLERK	COMMISSIONER D'ARMINIO	_____
	COMMISSIONER ROLLI	_____

I HEREBY CERTIFY that I have approved the form of this Resolution.

/s/ Kerry L. Ezrol

KERRY L. EZROL
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____, 2026 by and between:

CITY OF WILTON MANORS, a municipal corporation of the State of Florida, hereinafter "CITY",

and

DAVID MANCINI & SONS, INC., a Florida corporation, hereinafter "VENDOR".

CITY and VENDOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the CITY has the need to construct stormwater improvements in the vicinity of NE Coral Gardens Drive and NE 27th Drive within the CITY; and

WHEREAS, on or about October 31, 2025, the City of Fort Lauderdale entered into an agreement with VENDOR following issuance of ITB Event No. 468-1, Project Number P12220 for general stormwater annual construction, a copy of which is incorporated herein by this reference ("FORT LAUDERDALE AGREEMENT"); and

WHEREAS, the CITY has reviewed the scope of services of the competitively bid FORT LAUDERDALE AGREEMENT, and has determined that it is an agreement that can be utilized by the CITY to construct stormwater improvements for the CITY; and

WHEREAS, VENDOR has agreed to honor the prices, terms, and conditions of the FORT LAUDERDALE AGREEMENT; and

WHEREAS, CITY desires to enter into this Agreement with VENDOR by "piggybacking" the FORT LAUDERDALE AGREEMENT; and

WHEREAS, the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the FORT LAUDERDALE AGREEMENT shall govern the relationship between the CITY and VENDOR, except as amended below:

1. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the FORT LAUDERDALE AGREEMENT, except said Work shall be performed in and for the CITY as specified in the Proposal which is attached hereto and incorporated herein as **Exhibit "A."**
2. VENDOR shall perform the Work in and for the CITY as detailed in the FORT LAUDERDALE AGREEMENT, as modified by the Proposal. The Contract pricing shall be as per **Exhibit "A."**
3. VENDOR shall provide CITY with proof of insurance and bonding as required by the FORT LAUDERDALE AGREEMENT for the benefit of the CITY.
4. VENDOR hereby confirms that the CITY is an additional insured under the provisions of VENDOR'S insurance. Any notice required to be provided pursuant to the FORT LAUDERDALE AGREEMENT, shall be provided to CITY c/o Risk Management, 2020 Wilton Drive, Wilton Manors, Florida 33305. Written notice of cancellation, non-renewal or reduction in coverage or limits from VENDOR's insurance carrier(s) shall be provided to CITY in writing at least thirty (30) days prior to such or as otherwise required in the policy of insurance.
5. **Domestic Partnership Benefits.** VENDOR shall comply with the provisions of Section 2-58(v) of the Wilton Manors Code of Ordinances which establishes a Domestic Partner Benefits Requirement.
6. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

For CITY: City of Wilton Manors
 c/o City Manager
 2020 Wilton Drive
 Wilton Manors, Florida 33305

With copy to: City Attorney
 Kerry L. Ezrol, Esquire
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 E. Commercial Blvd., Suite 200
 Fort Lauderdale, FL 33308

7. **Public Records.** The CITY is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida's Public Records Law. Specifically, VENDOR shall:
 - 7.1. Keep and maintain public records required by the CITY to perform the service;
 - 7.2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 7.3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and
- 7.4. Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession or keep and maintain public records required by the CITY to perform the service. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 7.5. REQUEST FOR RECORDS. A request to inspect or copy public records relating to the CITY'S contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the VENDOR of the request, and the VENDOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time.
- 7.6. The failure of VENDOR to comply with the provisions set forth in the Agreement shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement. **Failure to comply with said statutory requirements may subject VENDOR to penalties under 119.10, Florida Statutes, as amended.**

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305
(954) 390-2123
CityClerk@wiltonmanors.com**

Section 3. In all other respects, the terms and conditions of the FORT LAUDERDALE AGREEMENT are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement, except to the extent modified by the Proposal.

(Signature Page to Follow)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

CITY OF WILTON MANORS

BY: _____
Elizabeth Garcia-Beckford
City Clerk

BY: _____
Scott Newton, Mayor

Approved as to form:

BY: /s/ Kerry L. Ezrol
Kerry L. Ezrol, Esq.
City Attorney

WITNESSED BY:

DAVID MANCINI & SONS, INC., a Florida corporation

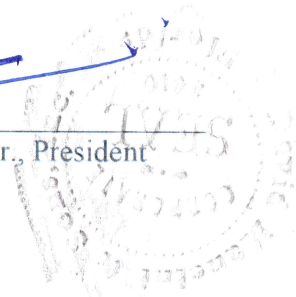
Krishan Kandial

Krishan Kandial
Print name

Matthew Hodge

Matthew Hodge
Print name

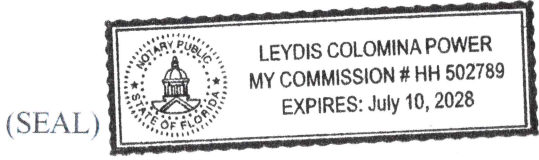
BY: [Signature]
David A. Mancini, Jr., President



STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of April, 2026 by David A. Mancini, Jr., as President of DAVID MANCINI & SONS, INC., a Florida corporation, who is personally known to me or has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 8th day of April, 2026.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

February 20, 2026

Mr. Alan Dodd, P.E.
Director, Emergency Management / Utilities Department
City of Wilton Manors
Wilton Manors, Florida

RE: Proposal – Coral Gardens Dr & NE 27th Dr Stormwater Improvements

Dear Mr. Dodd,

David Mancini & Sons, Inc. (DMSI) is pleased to submit this formal quotation to perform along Coral Gardens Dr and NE 27th Dr. within the City of Wilton Manors.

Based on the attached itemized scope and quantities, DMSI proposes to furnish all labor, materials, equipment, traffic control, erosion control, utility coordination, and restoration necessary to complete the work in accordance with City standards.

This pricing is based on the quantities and unit rates identified in the City of Fort Lauderdale Annual General Stormwater Contract which was competitively bided under ITB Event No. 468-1 and opened on June 23rd, 2025.

DMSI appreciates the opportunity to assist the City of Wilton Manors with this emergency repair. Please do not hesitate to contact us directly should you require any additional information or clarification.

Sincerely,


Krishan Kandral

Senior Project Manager

ITEMIZED SCOPE AND QUANTITIES

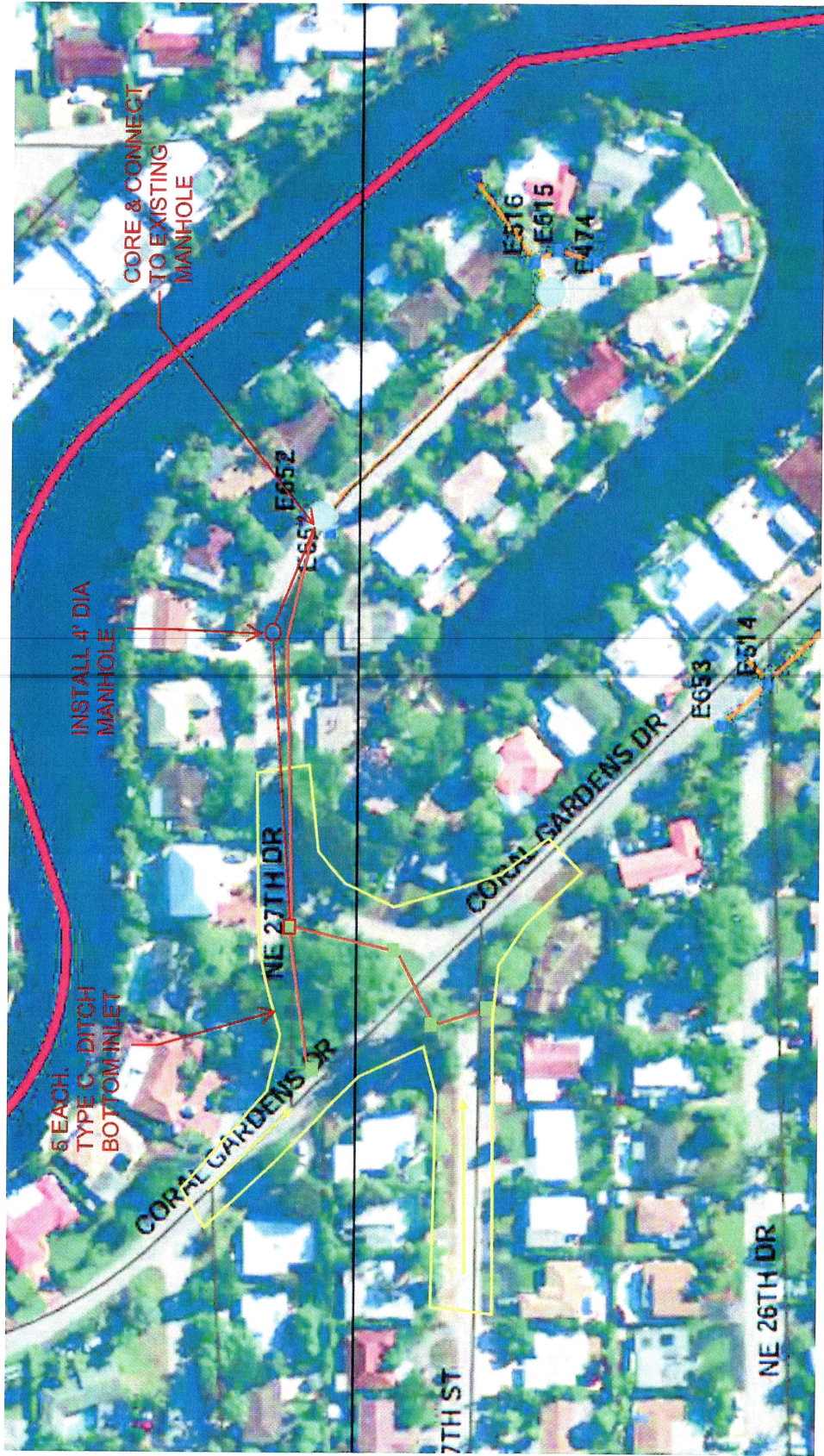
ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
4	WORK ZONE SIGN, F&I	360	DA	\$2.00	\$720.00
8	TRAFFIC CONES, F&I	300	DA	\$1.00	\$300.00
10	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY, F&I	30	DA	\$28.00	\$840.00
12	FDOT CERTIFIED FLAG PERSON (FDOT PAY ITEM NO. NA)	150	HR	\$63.00	\$9,450.00
13	ORANGE PLASTIC MESH & POST, F&I (FDOT PAY ITEM NO. NA)	200	LF	\$3.00	\$600.00
14	STEEL TRAFFIC PLATES FOR UP TO 12-FOOT LANES – DAILY RATE, F&I (FDOT PAY ITEM NO. NA)	10	EA	\$32.00	\$320.00
15	SEDIMENT BARRIER	50	LF	\$11.00	\$550.00
16	SEDIMENT BASIN/CONTAINMENT SYSTEM FOR DEWATERING	30	DA	\$158.00	\$4,740.00
18	INLET PROTECTION SYSTEM	6	EA	\$42.00	\$252.00
20	SURVEY FIELD WORK AS PERFORMED BY CREW (FDOT PAY ITEM NO. NA)	40	HR	\$164.00	\$6,560.00
21	UTILITY LOCATING & EXCAVATION TEST HOLE IN GREEN AREAS (FDOT PAY ITEM NO. NA)	8	EA	\$700.00	\$5,600.00
22	UTILITY LOCATING & EXCAVATION TEST HOLE IN PAVEMENT AREAS (FDOT PAY ITEM NO. NA)	10	EA	\$1,000.00	\$10,000.00
25	FLOWABLE FILL	20	CY	\$350.00	\$7,000.00
27	SWALE EXCAVATION/GRADING/RESTORATION (UP TO 36 INCHES DEEP WITH 3:1 SLOPES OR FLATTER) (FDOT PAY ITEM NO. NA)	300	SY	\$15.40	\$4,620.00
34	RAISED PAVEMENT MARKERS	10	EA	\$19.00	\$190.00
35	PAINTED PAVEMENT MARKINGS, STANDARD WHITE YELLOW OR BLUE, SOLID, 6 INCHES	200	LF	\$2.00	\$400.00
36	PAINTED PAVEMENT MARKINGS, STANDARD WHITE OR YELLOW SOLID, FOR CROSSWALK & ROUNDABOUT, 12 INCHES	60	LF	\$4.00	\$240.00
47	REMOVAL & DISPOSAL OF UNSUITABLE NON-CONTAMINATED MATERIALS (FDOT PAY ITEM NO. NA)	100	CY	\$30.00	\$3,000.00
48	LIMEROCK REMOVAL TO A DEPTH OF 12 INCHES (FDOT PAY ITEM NO. NA)	1500	SY	\$12.00	\$18,000.00
50	REWORKING LIMEROCK BASE, 12 INCHES (FDOT PAY ITEM NO. NA)	1500	SY	\$21.00	\$31,500.00
51	MILLING EX. ASPHALT PAVEMENT, 1 INCH AVG DEPTH	1500	SY	\$7.00	\$10,500.00
54	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC A, B, C, D, OR E	165	TN	\$250.00	\$41,250.00
59	CONCRETE SIDEWALK & DRIVEWAYS, 6 INCHES THICK	20	SY	\$80.00	\$1,600.00
60	PAVERS, ARCHITECTURAL, ROADWAY	25	SY	\$125.00	\$3,125.00
78	EX. WATER SERVICE, RELOCATE (FDOT PAY ITEM NO. NA)	5	EA	\$4,277.00	\$21,385.00
79	EX. SEWER LATERAL, RELOCATE (FDOT PAY ITEM NO. NA)	5	EA	\$4,585.00	\$22,925.00
85	MODIFY EX. DRAINAGE STRUCTURE	1	EA	\$1,822.00	\$1,822.00
88	INLETS, DITCH BOTTOM, TYPE C, < 10'	5	EA	\$6,880.00	\$34,400.00
95	MANHOLES, J-7, <10'	1	EA	\$11,186.00	\$11,186.00

98	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 18 INCH STORM DRAIN	800	LF	\$121.00	\$96,800.00
171	15-24 INCH PLUG FOR BLOCKING DRAINAGE LINE WITHIN WATERTABLE (FDOT PAY ITEM NO. NA)	1	EA	\$1,050.00	\$1,050.00
176	POLLUTION RETARDANT BAFFLE WITH 12 INCH CLEANOUT ACCESS TO COVER 18-INCH -24 INCH PIPE, F&I (FDOT PAY ITEM NO. NA)	1	EA	\$1,517.00	\$1,517.00
180	F&I 18 INCH WASTOP INLINE TIDAL CHECK VALVE WITH ALL FITTINGS OR APPROVED EQUAL (FDOT PAY ITEM NO. NA)	1	EA	\$18,398.00	\$18,398.00
229	HEDGES & SHRUBS REMOVAL (FDOT PAY ITEM NO. NA)	15	LF	\$8.00	\$120.00
230	BAHIA SOD (FDOT PAY ITEM NO. NA)	300	SY	\$21.00	\$6,300.00
231	PERFORMANCE TURF, SOD (ST AUGUSTINE, CENTIPEDE, FLORATAM)	300	SY	\$21.00	\$6,300.00
234	HEDGE REPLACEMENT WITH COMMON NURSERY AVAILABLE PLANTINGS, 7-GALLON CONTAINER (FDOT PAY ITEM NO. NA)	8	EA	\$63.00	\$504.00

Total Price Proposal:

\$384,064.00

NE 27 DR/ Coral Gardens DR/Leiber Park



Purchase Requisition

Purchase Requisition No 26-0347

Requested Date 04/06/2026

Department 5336

Required Date

DRAINAGE OPERATIONS

Ordered By

Preferred Vendor 015675

DAVID MANCINI & SONS, INC

Address 2601 WILES RD

Req. Description

CORAL GARDENS DR & NE 27TH DR STORMWATER IMPROVEMENTS

Quantity	Units	Description	Unit Price	Amount
1	EACH	STORMWATER IMPROVEMENTS 450-5336-5955.000	384,064.00	384,064.00
			Total:	384,064.00

Approved By



Date

4/7/26

Approved By



Date

4/7/26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assured Partners 7556 Teague Road, Suite 300 Hanover MD 21076	CONTACT NAME: Anthony Kifolo PHONE (A/C No. Ext): 717-983-0854 FAX (A/C, No):	
	E-MAIL ADDRESS: Anthony.Kifolo@assuredpartners.com	
INSURED David Mancini & Sons Inc. 2601 Wiles Road Pompano Beach FL 33073	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arch Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 919429769

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ZAGLB10437 01	7/1/2025	7/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ZACAT93293 01	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZAWCH10468 01	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wilton Manors included as additional insured in regard to General Liability & Automobile Liability where required by contract or written agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Wilton Manors
 2020 Wilton Drive
 Attention: Risk Management
 Wilton Manors FL 33305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From:

Prepared by: Nicholas Estes, Robert Byers

- (a) **Subject:** Resolution No. 2026-022: *(Information Technology)*
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE PROCUREMENT OF AN ACCESS CONTROL SYSTEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- (b) **City Manager Recommendation:** Recommend Approval
- (c) **Report In Brief:**
- (d) **Discussion:**

The implementation of a new access control system is essential to improving the organization's overall security posture and operational efficiency. The proposed system provides several key advantages over the current solution, which was installed during the original construction of City Hall more than 15 years ago. The new system features a cloud-based architecture and full integration with the security camera system installed in 2025, delivering significant operational and security benefits.

The cloud-based design enables faster and more flexible system management. Security administrators can make real-time updates, adjust access permissions, and monitor activity without needing to be physically on site or rely on legacy hardware. This capability allows the organization to respond more quickly and consistently to potential security incidents, reducing risk and improving incident response times. Additionally, the cloud platform provides improved scalability, automatic updates, and enhanced system reliability.

In addition, the new Motorola access control system integrates seamlessly with the security camera infrastructure installed last year. This integration creates a unified security environment in which access events can be automatically correlated with video footage. By combining these data sources, staff gain improved situational awareness, streamlined investigative capabilities, and more accurate incident verification. This integration strengthens overall security while also reducing the time and effort required for staff to review and respond to security events. This purchase is made through a piggyback on the competitively procured agreement between

Sourcewell and Motorola. The agreement between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor), Solicitation Number: RFP #042021, Contract Number: 110719-MOT will expire 2026/6/23.

- (e) **Strategic Plan Consistency:** Goal C. Enhance Quality of Life and Livability, 2. Support Proactive Public Safety; Goal D. Cultivate Efficient and High Performing Government, 1. Identify Operational Efficiencies and Improvements for City Departments and Programs
- (f) **Concurrences:**
- (g) **Fiscal Impact:** This request includes the purchase of a new Acces Control System for the Police Department and the City at a total cost of \$86,576.30. Funding is budgeted and available in account 300-5117-5641.000.
- (h) **Alternatives:**
- (i) **Attachments:**
 1. 2026-022 RESO Approving Piggyback Agreement with Motorola for access control system
 2. Piggyback Agreement (Sourcewell) with Motorola for Access Control System 4924-5499-6120 2 - Notarized
 3. 26-02-19 MOTOROLA 042021-CONTRACT EXTENSION
 4. 26-02-19 MOTOROLA CONTRACT 042021 AC
 5. COI

1
2
3
4
5
6
7
8
9
10

RESOLUTION NO. 2026-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE PROCUREMENT OF AN ACCESS CONTROL SYSTEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

11 **WHEREAS**, Section 2-58(d)(2)e of the Code of Ordinances of the City of Wilton
12 Manors, excepts from the requirements of the Procurement Code, “(c)ommodities or
13 services that are the subject of contracts with the state, its political subdivisions or other
14 governmental entities, including the United States government, are exempt from this
15 Section, provided, however, that this subsection shall apply only if the contract expressly
16 permits or if the awarding jurisdiction and/or the vendor agree to allow the City to
17 purchase therefrom, and if either:

- 18 1. The commodities or services are the subject of a price schedule negotiated by
19 the state or federal government or by competitive bid by another governmental
20 agency and not on any preference; or
21 2. The price offered for the commodity or service exactly equals or is lower than
22 the governmental contract from vendors awarded such governmental contract.
23 Where an award is made pursuant to this paragraph, the terms and conditions
24 agreeable to the City may be used in lieu of those terms and conditions of the
25 contract with the other governmental agency.”

26 **WHEREAS**, Sourcewell is a State of Minnesota local government unit and
27 service cooperative created under the laws of the State of Minnesota (Minnesota
28 Statutes Section 123A.21) that facilitates a competitive public solicitation and contract

1 award process for the benefit of its 50,000+ participating entities across the United
2 States and Canada. Sourcewell’s solicitation process complies with State of Minnesota
3 law and policies, and results in cooperative purchasing solutions from which
4 Sourcewell’s participating entities procure equipment, products, and services.
5 Sourcewell competitively solicited for Public Safety Communications Technology and
6 Hardware Solutions; and

7 **WHEREAS**, on or about July 4, 2021, Sourcewell entered into Contract
8 Number 042021-MOT with MOTOROLA SOLUTIONS, INC. (“Motorola”) following
9 issuance of RFP #042021, a copy of which is incorporated herein by this reference
10 (“SOURCEWELL AGREEMENT”); and

11 **WHEREAS**, on or about March 25, 2025, Sourcewell and Motorola entered
12 into a Contract Extension, extending the terms of the Original Agreement through June,
13 23, 2026; and

14 **WHEREAS**, Motorola has agreed to honor the prices, terms, and conditions of the
15 SOURCEWELL AGREEMENT; and

16 **WHEREAS**, the City Commission of the City of Wilton Manors deems it to be in
17 the best interests of the public to execute an Agreement with MOTOROLA SOLUTIONS,
18 INC. for the procurement of an access control system for the City.

19 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION**
20 **OF THE CITY OF WILTON MANORS, FLORIDA, THAT:**

21 **Section 1.** The “WHEREAS” clauses set forth above are true and correct and
22 incorporated herein by this reference.

1 **Section 2.** The City Commission of the City of Wilton Manors hereby approves
2 the terms and conditions of the Agreement with Motorola Solutions, Inc.; said Agreement
3 having been submitted for consideration to the City Commission in written form.

4 **Section 3.** The proper City Officials of the City of Wilton Manors are hereby
5 authorized and directed to execute said Agreement.

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

8 **Section 5.** If any section, sentence, clause or phrase of this Resolution is held to be
9 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
10 in no way affect the validity of the remaining portions of this Resolution.

11 **Section 6.** This Resolution shall become effective immediately upon its passage.

12
13 **PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF**
14 **WILTON MANORS, FLORIDA, THIS ___ DAY OF APRIL, 2026.**

15
16 CITY OF WILTON MANORS, FLORIDA

17
18
19 By: _____
20 SCOTT NEWTON, MAYOR

21
22 ATTEST: RECORD OF COMMISSION VOTE

23
24 _____ MAYOR NEWTON _____
25 ELIZABETH VICE MAYOR CAPUTO _____
26 GARCIA-BECKFORD, MMC COMMISSIONER BRACCHI _____
27 CITY CLERK COMMISSIONER D'ARMINIO _____
28 COMMISSIONER ROLLI _____

29
30 I HEREBY CERTIFY that I have
31 approved the form of this Resolution.

32
33 */s/ Kerry L. Ezrol*
34 _____
35 KERRY L. EZROL
36 CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated this ____ day of _____, 2026 by and between:

CITY OF WILTON MANORS, a municipal corporation of the State of Florida, hereinafter "CITY",

and

MOTOROLA SOLUTIONS, INC., a Delaware corporation, hereinafter "VENDOR".

CITY and VENDOR may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, the CITY has the need to procure an access control system for the CITY; and

WHEREAS, 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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell’s solicitation process complies with State of Minnesota law and policies, and results in cooperative purchasing solutions from which Sourcewell’s participating entities procure equipment, products, and services. Sourcewell competitively solicited for Auction Services with Related Solutions; and

WHEREAS, on or about July 4, 2021, Sourcewell entered into Contract Number 042021-MOT with VENDOR following issuance of RFP #042021, a copy of which is incorporated herein by this reference (“SOURCEWELL AGREEMENT”); and

WHEREAS, on or about March 25, 2025, Sourcewell and VENDOR entered into a Contract Extension, extending the terms of the Original Agreement through June, 23, 2026; and

WHEREAS, the CITY has reviewed the scope of services of the competitively bid SOURCEWELL AGREEMENT, and has determined that it is an agreement that can be utilized by the CITY to procure an access control system for the CITY; and

WHEREAS, VENDOR has agreed to honor the prices, terms, and conditions of the SOURCEWELL AGREEMENT; and

WHEREAS, CITY desires to enter into this Agreement with VENDOR as a member of the local government unit and service cooperative; and

WHEREAS, the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the SOURCEWELL AGREEMENT shall govern the relationship between the CITY and VENDOR, except as amended below:

1. The Scope of Services for the Work (“Work”) to be performed under this Agreement shall be as set forth in the SOURCEWELL AGREEMENT, except said Work shall be performed in and for the CITY as specified in the Proposal which is attached hereto and incorporated herein as **Exhibit “A.”**
2. VENDOR shall perform the Work in and for the CITY as detailed in the SOURCEWELL AGREEMENT. The Contract pricing shall be as per **Exhibit “A.”**
3. The term of this Agreement shall expire on June 23, 2026.
4. VENDOR shall provide CITY with proof of insurance and bonding as required by the SOURCEWELL AGREEMENT.
5. VENDOR hereby confirms that the CITY is an additional insured under the provisions of VENDOR’S insurance. Any notice required to be provided pursuant to the SOURCEWELL AGREEMENT, shall be provided to CITY c/o Risk Management, 2020 Wilton Drive, Wilton Manors, Florida 33305. Written notice of cancellation, non-renewal or reduction in coverage or limits from VENDOR’s insurance carrier(s) shall be provided to CITY in writing at least thirty (30) days prior to such or as otherwise required in the policy of insurance.
6. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide VENDOR with proof of tax-exempt status.
7. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
8. **Indemnification.**
 - 8.1. VENDOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of VENDOR, its agents, servants or employees in the performance under this Agreement, and for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by VENDOR pursuant to this Agreement.

- 8.2. VENDOR shall indemnify and save harmless and defend the CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. VENDOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by VENDOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.
9. **Employment Eligibility.** VENDOR certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
- 9.1. VENDOR and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor.
- 9.2. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The VENDOR shall maintain a copy of such affidavit for the duration of the contract.
- 9.3. a. If the CITY, VENDOR, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
- b. If the CITY has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the CITY terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by the CITY as a result of the termination of a contract.
- 9.4. The CITY, VENDOR, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (3) no later than 20 calendar days after the date on which the contract was terminated.
10. **Scrutinized Companies.** VENDOR, its principals or owners, certify that they do not Participate in a boycott of Israel, are not listed on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
- 10.1. \$100,000.00 or more if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that

Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

10.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

10.2.1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to §215.473, Florida Statutes; or

10.2.2. Is engaged in business operations in Cuba or Syria.

11. **Compliance with Foreign Entity Laws.** The undersigned, on behalf of the VENDOR, hereby attests under penalty of perjury as follows:

11.1. VENDOR is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

11.2. The government of a foreign country of concern does not have a controlling interest in VENDOR.

11.3. VENDOR is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

11.4. VENDOR is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

11.5. VENDOR is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

11.6. VENDOR is not a foreign principal, as defined in Section 692.201, Florida Statutes.

11.7. VENDOR is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

12. **Equal Opportunity.** VENDOR shall comply with the provisions of Sections 2-58(v), 2- 59(b) and 2-60 of the Wilton Manors Code of Ordinances. VENDOR shall require that all subcontractors comply with Section 2-59(b) of the Wilton Manors Code of Ordinances. VENDOR shall comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any CITY employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.

13. **Domestic Partnership Benefits.** VENDOR shall comply with the provisions of Section 2-58(v) of the Wilton Manors Code of Ordinances which establishes a Domestic Partner Benefits Requirement.

14. **Compliance With Anti-Human Trafficking Laws:** In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the VENDOR, hereby attests under penalty of perjury as follows:

14.1. The VENDOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

15. Tariff-Related Cost Adjustments

15.1. The VENDOR acknowledges that all prices quoted and agreed upon herein are inclusive of any existing or anticipated tariffs, duties, taxes, or similar levies. In the event the VENDOR seeks to impose additional fees due to newly imposed tariffs, such requests shall not be honored unless the Contractor provides clear and convincing documentation that:

15.1.1. The affected goods were procured after the implementation date of the tariff in question;

15.1.2. The VENDOR submits official government or Customs documentation clearly evidencing the imposed tariff and the applicable tariff rate;

15.1.3. The VENDOR provides verifiable proof (e.g., dated purchase orders, supplier invoices) showing the purchase date and country of origin of the goods; and

15.1.4. The VENDOR certifies that a good-faith effort was made to source the same or substantially similar items from countries not subject to such tariffs, and provides documentation demonstrating such efforts.

15.2. Failure to provide adequate and verifiable documentation, as determined solely by the CITY, shall result in denial of the tariff-related fee request. This clause shall not be construed as a guarantee or acceptance of any surcharge due to tariffs unless fully compliant with the above conditions.

16. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

For CITY: City of Wilton Manors
 c/o City Manager
 2020 Wilton Drive
 Wilton Manors, Florida 33305

With copy to: City Attorney
 Kerry L. Ezrol, Esquire
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 E. Commercial Blvd., Suite 200
 Fort Lauderdale, FL 33308

17. **Public Records.** The CITY is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida’s Public Records Law. Specifically, VENDOR shall:

17.1. Keep and maintain public records required by the CITY to perform the service;

- 17.2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 17.3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and
- 17.4. Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession or keep and maintain public records required by the CITY to perform the service. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 17.5. REQUEST FOR RECORDS. A request to inspect or copy public records relating to the CITY'S contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the VENDOR of the request, and the VENDOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time.
- 17.6. The failure of VENDOR to comply with the provisions set forth in the Agreement shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement. **Failure to comply with said statutory requirements may subject VENDOR to penalties under 119.10, Florida Statutes, as amended.**

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305
(954) 390-2123
CityClerk@wiltonmanors.com**

- 17.7 If VENDOR receives a request for public records regarding this Agreement or the Services, VENDOR must immediately notify the City Clerk in writing and provide all requested records to CITY to enable CITY to timely respond to the public records request. CITY will respond to all such public records requests.
- 17.8 VENDOR must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that VENDOR contends

constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which VENDOR asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, VENDOR must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to CITY from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida Statute and specifying the factual basis for each such claim. Upon request by CITY, VENDOR must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to CITY for records designated by VENDOR as Restricted Material, CITY shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by VENDOR, or the claimed exemption is waived. Any failure by VENDOR to strictly comply with the requirements of this section shall constitute VENDOR's waiver of CITY's obligation to treat the records as Restricted Material. To the extent required by law, VENDOR must indemnify and defend CITY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

18. **Compliance with Laws.** VENDOR hereby warrants and agrees, that at all times material to the Agreement, VENDOR shall perform its obligations in compliance with all applicable federal, State of Florida laws, and local laws, rules and regulations. Non-compliance may constitute a material breach of the Agreement.
19. **Sovereign Immunity.** Nothing contained the Agreement, nor contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
20. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to payments made pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.
21. **Confidentiality.**
 - 21.1. VENDOR acknowledges and agrees that VENDOR shall maintain the confidentiality of the CITY Confidential Information (as described below) using reasonable efforts but in no event less than the same efforts as it uses to maintain the confidentiality of its own Confidential Information. VENDOR agrees not to disclose or otherwise make Confidential Information available to any third party and agrees that such Confidential Information shall be used by it only in connection with its performance of (or exercise of rights under) this Agreement. Any delivery of Confidential Information to CITY shall be to the attention of Robert Byers, IT Director at rbyers@wiltonmanors.com and shall be identified as CONFIDENTIAL.
 - 21.2. The term Confidential Information shall include any non-public information, whether in written, oral, graphic, electronic or any other form, including without limitation, any information that is exempt, or confidential and exempt, from public disclosure pursuant

to Chapter 119, Florida Statutes, or any other State or Federal Law. The Confidential Information shall be treated as confidential and exempt from s. 119.07(1) Florida Statutes and s. 24(a), Art. I of the Florida Constitution. Section 119.071(3), Florida Statutes, exempts “records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security” of local government facilities, and all such information must be held confidential. Section 119.0725, Florida Statutes exempts network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information or information technology resources.

21.3. Confidential Information shall not include information that (a) is in or enters the public domain without breach of this Agreement, or (b) if disclosure is required by law or in accordance with judicial or other governmental order, provided that the VENDOR shall give CITY reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

21.4. If VENDOR is requested or required by law to disclose any of CITY Confidential Information, VENDOR shall not disclose CITY Confidential Information without complying with the provisions of applicable laws and providing CITY at least forty-eight (48) hours’ prior written notice of any such request or requirement so that CITY may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure, including, but not limited to, seeking a protective order. Notwithstanding the foregoing, VENDOR shall exercise all reasonable efforts to prevent or limit any such disclosure or to otherwise preserve the confidentiality of CITY Confidential Information, without limitation, by cooperating with CITY to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to CITY Confidential Information.

22. **Data Security and Confidentiality.** The VENDOR shall provide immediate notice to the IT Director and Director of Human Resources and Risk Management in the event it becomes aware of any security breach, any unauthorized transmission of CITY Data as described below. Except as required by law or legal process and after notice to the CITY, the VENDOR shall not divulge to third parties any confidential information obtained by the VENDOR or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the CITY.

a. **Loss of Data**

In the event of loss of any CITY data or record where such loss is due to the negligence of the VENDOR or any of its subcontractors or agents, the VENDOR, to the best of its ability, shall be responsible for recreating such lost data in the manner and on the schedule set by the CITY at the VENDOR’s sole expense.

b. **Data Protection**

No CITY data or information will be transmitted to, stored in, processed in, or shipped to offshore locations or out of the United States of America by VENDOR, regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to CITY Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need.

23. **Security of Confidential Personal Information.**

The VENDOR must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of the CITY, VENDOR and VENDOR's employees shall not divulge to third parties any confidential information obtained by VENDOR or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing work on this Agreement, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the CITY. If VENDOR or VENDOR's employees have access to confidential information in order to fulfill VENDOR's obligations under this Agreement, VENDOR agrees to abide by all applicable CITY Information Technology Security procedures and policies. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of CITY information in VENDOR's possession. VENDOR shall make a report to the CITY not more than seven (7) business days after VENDOR learns of such use or disclosure.

VENDOR's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what VENDOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action VENDOR has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event a "Security Incident" also includes a "breach of security", as defined by section 501.171, F.S., as amended, concerning confidential personal information involved with this Agreement, VENDOR shall comply with section 501.171, F.S. When notification to affected persons is required under this section of the statute, VENDOR shall provide that notification, but only after receipt of the CITY's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information.

24. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the SOURCEWELL AGREEMENT, **Exhibit "A"**, and this Agreement, the Parties agree the terms and provisions contained in this Agreement shall control to the extent of any such conflict or ambiguity.

25. **Binding Authority.** Each person signing this on behalf of either party individually warrants that they have full legal power to execute this Agreement on behalf of the party for whom they

are signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

26. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

27. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

Section 3. In all other respects, the terms and conditions of the SOURCEWELL AGREEMENT, are hereby ratified and shall remain in full force and effect under this cooperative purchasing arrangement, as provided by the terms of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

CITY OF WILTON MANORS

BY: _____
Elizabeth Garcia-Beckford
City Clerk

BY: _____
Scott Newton, Mayor

Approved as to form:

BY: /s/ Kerry L. Ezrol
Kerry L. Ezrol, Esq.
City Attorney

WITNESSED BY:

MOTOROLA SOLUTIONS, INC., a Delaware corporation

[Handwritten signature]

Madeline Hodson

Print name

BY: *[Handwritten signature]*

Alex Sherman
MSSSI Vice President
Motorola Solutions, Inc.

[Handwritten signature]

Dave Bocchino

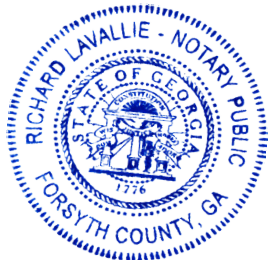
Print name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of online notarization, this 7th day of April, 2026 by Alex Sherman, as Southeast MSSSI Vice President of MOTOROLA SOLUTIONS, INC., a Delaware corporation, has produced an Illinois State Drivers License as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 7th day of April, 2026

(SEAL)



Richard Lavallie *[Handwritten signature]*

NOTARY PUBLIC Exp 1-18-2028

EXHIBIT “A”

Proposal

City of Wilton Manors

Replace Existing Honeywell ProWatch Access Control system with Avigilon Alta Access

February 12, 2026

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2023 Motorola Solutions, Inc. All rights reserved.

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

February 12, 2026

Charles H. Rube
IT Systems Administrator
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305
Office: (954) 390-2174
Email: crube@wiltonmanors.com

Dear Mr. Rube,

Motorola Solutions, Inc. ("Motorola") appreciates the opportunity to provide the City of Wilton Manors this proposal for a complete Avigilon Unity solution.

The purchase and sale of the products and services are priced by the Motorola Sourcewell Agreement #042021-MOT, as well as any products and services that are necessary to make the covered products function properly as described in this proposal. City of Wilton Manors Resources can purchase this proposal by delivering to Motorola Solutions a purchase order denoting this proposal and signing any accompanying contractual documentation.

Motorola would be pleased to address any questions that City of Wilton Manors may have regarding the proposal. Any questions can be directed to David Bocchino, Government Sales, Southeast Video Security & Access Control by email at david.bocchino@motorolasolutions.com.

Motorola appreciates your interest in the products and services that our company provides. We look forward to assisting City of Wilton Manors towards advancing your security by implementing this project.

Sincerely,
Motorola Solutions Inc.,



Alex Sherman

System Description- 3963458

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Section 1

System Description

Access Control Replacement

System Description- 3963458

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Page 1-2



1.1 Bill of Materials

The following equipment is proposed for City of Wilton Manors.

QTY	Model Number	Description	MSRP	Discounted Price
2	AA SW-ETP-P25	ALTA ACCESS ENTERPRISE PACK OF 25 ENTRIES AA SW-ETP-P25 Annual subscription for Enterprise for Pack of 25 entries, includes 500 active users	\$9,600.00	\$8,640.00
1	AA SW-ETP-P10	ALTA ACCESS ENTERPRISE PACK OF 10 ENTRIES AA SW-ETP-P10 Annual subscription for Enterprise for Pack of 10 entries, includes 500 active users	\$2,400.00	\$2,160.00
1	AA SW-ICUSET-P50	ALTA ACCESS INTERCOM RECIPIENT PACK OF 50 AA SW-ICUSET-P50 Pack of 50 Intercom Recipient Users (per org)	\$420.00	\$378.00
1	AA SW-ALA-WDE-P500	ALTA ACCESS WORKDAY INTEGRATION PACK OF 500 USERS: AA SW-ALA-WDE-P500 Annual Identity Provider Sync Integration (60 min sync time) Workday Identity Provider Pack of 500	\$600.00	\$540.00
2	AA SW-VID-ST30	ALTA ACCESS CLOUD VIDEO STORAGE FOR 30 DAYS AA SW-VID-ST30 Annual cloud video storage for 30 days (per camera)	\$360.00	\$324.00
12	AA OP-RKP-STND	ALTA ACCESS SMART KEYPAD READER STANDARD Smart Keypad Reader V2, black, low and high	\$5,520.00	\$4,968.00
2	AA OP-VID-PRO-INT	ALTA ACCESS VIDEO INTERCOM READER PRO AA OP-VID-PRO-INT Video Intercom Reader Pro	\$2,000.00	\$1,800.00

System Description- 3963458

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

42	AA OP-R2X-STD	ALTA ACCESS STANDARD SMART READER AA OP-R2X-STD <i>Standard Smart Reader V2, black, low and high frequency version</i>	\$11,550.00	\$10,395.00
7	AA SYS-8ENT-DVE4	ALTA ACCESS 8 DOOR 12/24V FLEX POWER SMART HUB E4: Core Series 8 port 12/24V Smart Hub, 8 entry capacity Power supply: FPO series, E4 enclosure	\$21,525.00	\$19,372.50
1	AA SYS-4ENT-DVE1	ALTA ACCESS 4-DOOR CORE SERIES SMART HUB	\$1,780.00	\$1,602.00
10	AA OP-ACH-EV3A10	ALTA ACCESS DESFIRE EV3-A CARDS PACK OF 10 AA OP-ACH-EV3A10 DESFire EV3 Access Card, use with high frequency readers, pack of 10	\$600.00	\$540.00
1	AVG OP-SERV-CO	ALTA ACCESS CONCIERGE ONBOARDING END USER TRAINING:	\$2,500.00	\$2,250.00
1	PEDESTAL HOUSING	PEDESTAL OUTDOOR HOUSING	\$650.00	\$585.00
4	DOOR RELEASE BUTTON	HARD WIRE DOOR RELEASE BUTTON	\$760.00	\$684.00
1	CRASHBAR STK	CRASH BAR STRIKE	\$550.00	\$495.00
1	MAGLOC600	MAGNETIC DOOR LOCK 600 LB.	\$268.00	\$241.20
1	EXIT BUTTONS	REQUEST TO EXIT BUTTONS	\$185.00	\$166.50

System Description- 3963458

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

1	4ELECOMP PLENUM	4 ELEMENT COMPOSITE CABLE PLENUM	\$1,539.00	\$1385.10
1	Misc Hardware	Preconstructions Grommets, Mud Rings, Electrical Boxes, Wire and PVC Conduit	\$1500.00	\$1,350.00

System Description- 3963458

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Section 2

Statement of Work

2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Wilton Manors. The tasks described herein will be performed by Motorola Solutions, Inc. ("Motorola"), its subcontractors, and the City of Wilton Manors. This document describes the responsibilities for both Motorola and the City of Wilton Manors during the project implementation.

2.2 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Schedule the implementation activities in agreement with the City of Wilton Manors dedicated project team.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Update firmware to latest version.
- Setup Alta Cloud software, deployment and configure video intercom administrative accounts.
- Assist Customer with setting up user accounts.
- We will remove all existing Honeywell ProWatch access control boards from the existing enclosures and replace them with 7- (8) door panels Alta Access Smart Hubs from Motorola to run the access control system. We will reuse existing enclosure, all wires, power supplies (where possible).
- Run new data wires to Smart Hub panels (if needed)
- Training on the new system will be provided to the staff as to how to work with the new system through Alta Access Concierge.
- Perform Full-service onboarding experience for new or growing accounts including setup, credentialing, scheduling, and configuration. (Note: Up to 30 hrs.)
- Installation of Avigilon Alta Access Control 54 Readers, 7 boxes 8 door power supplies, hubs and 2 intercom reader using existing wires.
- Programming and Networking new Alta Access system, badging, and testing.
- Provide badge printer license for existing Data card badge printer.
- Install battery backup batteries in 7 -(8) door panels.

2.3 City of Wilton Manors Responsibilities

City of Wilton Manors will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project not provided by Motorola.

City of Wilton Manors responsibilities include the following:

- Provide all buildings and equipment shelters required for system installation.
- Ensure sites meet space, grounding, power, and connectivity requirements for the installation of all equipment. Ensure all spaces provided meet HVAC and environmental conditioning requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation (if required).
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Provide wide area connectivity. This connectivity shall comply with Motorola's approved performance specifications for non-Motorola supplied connectivity services.
- Coordinate the activities of all personnel, supervisory staff, vendors or other contractors.
- Provide all network connections for Alta access control System to be remotely viewed.
- Provide all network support for Alta Access Cloud Software to send Email/Text notifications on all Alarms.
- Provide wall location for Alta Access Equipment to be installed inside of the communications building.
- Provide 120VAC constant power at each headend location.
- Motorola will have no responsibility for the performance and/or delays caused by other contractors, staff or vendors engaged for this project.
- Provide backup power as necessary.
- Provide SIM cards/ service.
- Provide existing wiring for door readers, door contacts, motion detectors, and exit button devices from control panel to door locations.
- Provide existing installed door locks, including door strikes, magnetic locks, exit release buttons, door contacts and motion detectors.
- Provide existing badge printer.

2.4 Assumptions

Motorola has based the system design on information provided by City of Wilton Manors and an analysis of their system requirements. Key assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to City of Wilton Manors, a revised

proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola will have no responsibility for the performance and/or delays caused by subcontractors outside the scope of this proposal.
- Coring and boring are not included by Motorola for this project.
- There is an existing working access control system, the existing system will have to be disconnected, replaced and reprogramed. The system will be disconnected and access to the working locations will be disconnected until the new system is installed and programed.
- Motorola will try to minimize down time to door and access. New installation hardware is to be retrofitted. This involves the removal of old equipment boards and old door readers.
- New controller boards, new readers at each door location are to be installed.
- Re connection of existing lock hardware including door contacts, exit devices, motion detectors, will be re programmed into new Alta access control system.
- New 8-port Alta access control panels will replace the existing Honeywell Pro system.
- Motorola is not responsible for the working of existing lock hardware, door alignment to frame or locking hardware, including existing door contacts, motion detectors, or exit devices.
- An initial walkthrough of each existing location to be retrofitted should be evaluated before the replacement of door controller and hardware. This will give the installation group an opportunity to understand the security importance, down time and estimate the installation time for each group of doors.

2.5 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Timeline, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties complete a written change order.

Section 3

Pricing Summary

Description	Price (\$)
Equipment	\$64,307.00
Discount (Equipment)	(\$6,433.40)
	\$57,873.60
Installation	
Project Design of Equipment & Proposals 40 Hrs. @ \$75.00 an hr.	\$3,000.00
Removal of Existing Equipment & Installation of New Equipment 2 Man Crew for 2 Weeks, 160 Hrs. @\$125.00 an hr.	\$20,000.00
Data Programming of New Systems Includes Schedules and Zoning 40 Hrs. @ \$100.00 an hr.	\$4,000.00
Coordination of Installation and Plans Including Final Punchout List 17Hrs. @\$100.00 an hr.	\$1,700.00
Installation Total	\$28,700.00
Total	\$86,576.30
Year 2	\$12,042.00
Year 3	\$12,042.00
Year 4	\$12,042.00
Year 5	\$12,042.00
Grand Total	<u>\$134,744.30</u>

Pricing Summary- 3963458

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Notes:

Pricing, terms and conditions per 2024 Motorola Sourcewell Contract #042021-MOT

Wilton Manors may purchase this proposal by issuing Motorola a purchase order denoting the name of the proposal, the aforementioned contract and NET30 payment terms.

Price is valid until 3/31/26

Milestones: 10% CDR; 50% Equipment Shipping; 30% Installation; 10% Final Acceptance

Section 4

Contractual Documentation

Terms, Conditions and Pricing per Motorola Sourcewell Contract #042021.

<https://www.sourcewell-mn.gov/cooperative-purchasing/042021-MOT>



CONTRACT EXTENSION

Contract Number: 042021-MOT

Sourcewell	and	Motorola Solutions	
202 12th Street Northeast		500 W Monroe St	
P.O. Box 219			
Staples, MN 56479		Chicago, Illinois	60661-3671
(Sourcewell)		(Vendor)	

have entered into Contract Number: 042021-MOT for the procurement of: Public Safety Communications Technology and Hardware Solutions

The Contract has an expiration date of 2025-06-23 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-06-23 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489...
 Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

3/24/2025 | 12:46 PM CDT
Date

Signed by:

0D7470799D1A4DF...
 Authorized Signature

Scott Lees
Name

RVP
Title

3/25/2025 | 1:11 PM CDT
Date

**Solicitation Number: RFP #042021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

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

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

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

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

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

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with 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 listed below:

Limits:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. 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.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for Products-Completed operations

\$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

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

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

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

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

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

Sourcewell

Motorola Solutions, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Carrie Hemmen
BCC52DFA8464445...

By: _____

By: _____

Jeremy Schwartz

Carrie Hemmen

Title: Chief Procurement Officer

Title: MSSSI Territory Vice President & Director of Sales

7/3/2021 | 8:47 AM CDT

7/2/2021 | 3:56 PM CDT

Date: _____

Date: _____

Approved:

DocuSigned by:
[Signature]
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

7/4/2021 | 6:43 PM CDT

Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Motorola Solutions, Inc.
Address: 500 W Monroe St
Ste 4400
Chicago, IL 60661
Contact: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Phone: 720-338-7624
HST#: 36-1115800

Submission Details

Created On: Tuesday March 30, 2021 21:05:37
Submitted On: Tuesday April 20, 2021 12:23:07
Submitted By: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Transaction #: a493650e-28b5-493e-a11e-7305bc7e532a
Submitter's IP Address: 140.101.167.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc.
2	Proposer Address:	500 W. Monroe, Chicago IL 60661
3	Proposer website address:	https://www.motorolasolutions.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743 Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline.</p> <p>We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.</p> <p>For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications.</p> <p>In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.</p>	*
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx.</p> <p>Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports</p>	*
10	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*
13	<p>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.</p> <p>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?</p> <p>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</p>	<p>Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States.</p> <p>The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers.</p> <p>The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team</p>	

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification

ASTRO 25® Subscriber Portfolio Overview

ASTRO 25® IV&D System Overview

Introduction to R56

Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification

MCC7000 Console Maintenance Certification

ASTRO 25® Repeater Site Lifecycle Maintenance Certification

ASTRO 25® Simulcast Site Lifecycle Maintenance Certification

ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

<p>14</p>	<p>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.</p>	<p>Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role.</p> <p>Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field:</p> <p>Training Classes to Track: Antenna System Analysis (SRV2012) Astro Ethernet Testing Astro Networking I Astro Firewalls/CEN End-to-End Audio Link Verification LMR Master Basics Network+ Bootcamp Passive Intermodulation R56 Installer/Auditor (NST9257) Security+ Bootcamp Signal Investigation Techniques</p> <p>CompTIA Certifications: CompTIA Network+ CompTIA Security+</p> <p>ETA Certifications: Antenna System Analysis (ASA) APX Radio Technician (APX) Associate (CETa) Astro 25 RF Site Preventative Maintenance (A25-SPM) Certified Service Manager (CSM) Communication Site Inspector / Auditor (CSIA) Communication Site Installer (R56) Computer Service Technician (CST) Customer Service Specialist (CSS) Data Cabling Installer (DCI) Industrial Electronics (IND) Information Technology Security (ITS) General Communications Technician I (GCT1) General Communications Technician II (GCT2) GTR 8000 P25 RF Site Performance Verification (GTR-SPV) GTR 8000 Repeater Site Technician (GTT) Master CET (CETma) Master Specialty (CETms(RF or IT)) M Core Technician (MCT 7.x) Microwave Radio Technician (MRT) Mobile Communications and Electronics Installer (MCEI) Network Computer Technician (NCT) Network Systems Technician (NST) PIM RADAR (RAD)</p> <p>RF Signal Investigation Techniques (RFSIT) T1 Link Verification (T1LV) Telecommunications (TCM) Wireless (USMSS/TRN/WCN) Wireless Network Technician (WNT)</p>
<p>15</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Company: Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020</p> <p>Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021</p> <p>Employer: We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021</p> <p>FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021</p> <p>Built In 100 Best Large Companies to Work For, 2021</p> <p>Built In Chicago 100 Best Places to Work in Chicago, 2021</p> <p>Human Rights Campaign Corporate Equality Index, 2021</p> <p>ComputerWorld Best Places to Work in IT, 2020</p> <p>Fast Company's 100 Best Workplaces for Innovators, 2020</p> <p>Forbes America's Best Employers for Diversity, 2020</p> <p>Disability Equality Index Best Places to Work, 2020</p> <p>Bloomberg Gender Equality Index, 2019</p> <p>WayUp Top 100 U.S. Internship Programs, 2019</p> <p>Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment.</p> <p>Barron's 100 Most Sustainable Companies, No. 19, 2020</p> <p>Newsweek America's Most Responsible Companies, 2021</p> <p>The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020</p> <p>Innovation: Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT</p> <p>APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020</p> <p>iF Design Award, 20 awards since 2009</p> <p>Red Dot Design Award, 19 awards since 2008</p> <p>Australia Good Design Award, 19 awards since 2009</p> <p>Japan Good Design Award, 3 awards since 2014</p> <p>International Design Excellence Awards, 14 awards since 1996</p> <p>Chicago Athenaeum Good Design Awards, 5 awards since 2014</p> <p>https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html</p>

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100	*
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000	*
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000	*
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000	*
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000	*

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 *	
23	Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.	*
24	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.	*
25	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.</p> <p>Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.</p> <p>The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.</p> <p>The CMSO coordinates with the field service organization that will serve the Customer locally.</p> <p>Customer Support Manager</p>	*

		<p>A Motorola Solutions Customer Support Manager (“CSM”) will be the Customer’s key point of contact for defining and administering services. The CSM’s initial responsibility is to create the Customer Support Plan (“CSP”) in collaboration with the Customer.</p> <p>The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.</p> <p>The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.</p> <p>Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.</p> <p>MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:</p> <ul style="list-style-type: none"> • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations (“RMA”) shipped to Motorola Solutions’ repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. <p>• Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.</p> <p>The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.</p> <p>Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary.</p> <p style="text-align: right;">We have also included the Mission Critical Operations white paper in our attachments for additional information.</p> <p>Response Times Response Times vary depending on the product or system in question, but are in line with the the requirements of our customer’s expectations.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcewell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	While it would be great for Sourcewell to market the vendors that are awarded contracts, we do understand that Sourcewell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcewell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcewell, we will discuss that by joining Sourcewell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/
37	Describe any technological advances that your proposed products or services offer.	<p>For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward.</p> <p>The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2019 Corporate Responsibility Report
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2019 Corporate Responsibility Report
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts.</p> <p>Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.</p>
52	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 we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-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 *
53	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.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.
54	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.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.
56	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.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.
57	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.	We have included all components needed for an acquisition within the pricing categories and discounts provided.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find our pricing details in the attachments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	<p>To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members.</p> <p>For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts.</p> <p>Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.</p>
63	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.	Total sales in US dollars per category
64	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.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.

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

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes.</p> <p>Land Mobile Radio Systems, Solutions, and Serices Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services</p>
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above

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

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

Line Item	Category or Type	Offered *	Comments
67	Fire or EMS station alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.
68	Connectivity and interoperability devices, hardware and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.
69	Airborne, marine, and underwater communication systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.
70	Services related to lines 67, 68 and 69 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs. We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene.
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/ , Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html , and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5 .
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.

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 (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell RFP 042021 Pricing.pdf - Monday April 19, 2021 18:16:04
 - [Upload Additional Document](#) - Sourcewell RFP 042021 Proposal Document.pdf - Monday April 19, 2021 18:19:49

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	<input checked="" type="checkbox"/>	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	<input checked="" type="checkbox"/>	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	<input checked="" type="checkbox"/>	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	<input checked="" type="checkbox"/>	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	<input checked="" type="checkbox"/>	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	<input checked="" type="checkbox"/>	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	<input checked="" type="checkbox"/>	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	<input checked="" type="checkbox"/>	2



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/27/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Motorola Solutions, Inc. Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA	INSURER A: Lexington Insurance Company		19437
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TB2641005169075	07/01/2025	07/01/2026	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-005169-015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA764D005169085 All other States WC7641005169095 WI	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C			N/A		07/01/2025	07/01/2026	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O - Miscellaneous Professional-Primary			016006739 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Each Claim Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER	CANCELLATION
Motorola Solutions, Inc. 500 W. Monroe Chicago IL 60661 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From: Robert Byers, IT Manager
Charles Rube, IT Systems Administrator
Prepared by: Robert Byers, Charles Rube

- (a) **Subject:** Motion to Approve the purchase of a new virtual server environment system.
- (b) **City Manager Recommendation:** Approve
- (c) **Report In Brief:** Approval of this item authorizes staff to purchase a new Virtual Server Environment System.
- (d) **Discussion:**

The City's current virtual server environment hardware reached end-of-life in 2024, and its licensing will expire in August 2026. After evaluating available options, the IT Department determined that renewing or upgrading the existing VMware system would not be cost-effective. Given that this environment supports critical City operations, a replacement is necessary to maintain system reliability and performance.

The IT Department conducted due diligence, including a review of available solutions and competitive pricing. Based on this evaluation, Scale Computing was identified as a reliable and cost-effective alternative that will meet both current operational requirements and future scalability needs.

The proposed purchase will be made through a piggyback agreement utilizing the Sourcewell cooperative contract with SHI International (Contract No. 121923-SHI), which expires on February 27, 2028. Sourcewell is a nationally recognized cooperative purchasing organization that competitively solicits and awards contracts on behalf of public agencies, allowing the City to leverage pre-negotiated pricing and streamline the procurement process.

- (e) **Strategic Plan Consistency:**
 - Goal C : Enhance Quality of Life and Livability: Objective 2 Support Proactive Public Safety
 - Goal D. Cultivate Efficient and High Performing Government: Objective 1. Identify Operational Efficiencies and Improvements for City Departments and Programs

(f) Concurrences:

(g) Fiscal Impact: This request includes the purchase of a Virtual Environment System for the Police Department and the City at a total cost of \$62,261.84. Funding is budgeted and available in account 300-5117-5641.000.

(h) Alternatives: None recommended.

(i) Attachments:

1. 26-03-18 Scale SHI Quote-27291833 MSRP
2. Scale SHI Contract 121923
3. Scale SHI Sourcewell Pricing 121923 - [032024]
4. 26-03-18 QF SHI Scale Signed
5. Requisition 26-0338



Pricing Proposal
 Quotation #: 27291833
 Created On: 3/17/2026
 Valid Until: 4/16/2026

FL-City of Wilton Manors

Charles Rube

2020 Wilton Drive
 Wilton Manors, FL 33305
 United States
 Phone: (954) 390-2159
 Email: crube@wiltonmanors.com

Ray Tutela

Phone:
 Email: ray_tutela@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Scale Computing PROMO Scale Computing Move powered by Carbonite Migrate Scale Computing - Part#: ADTM-PROMO-20 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: All Software Products	1	\$1,056.22	\$999.97	\$999.97
2 Scale Computing HE250 Chassis *Presale* Quad NIC, Onyx Pro with vPro Scale Computing - Part#: CHA-4-23 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Rack Hardware	3	\$11,742.49	\$10,816.59	\$32,449.77
3 Scale Computing SC//HyperCore - 6 core 60 Month license and support software Scale Computing - Part#: HCOS-S-5-6C-PS Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/30/2026 - 4/29/2031 Note: Maintenance	3	\$7,172.00	\$5,941.89	\$17,825.67
4 Scale Computing 5 Year HW Support for Scale Computing HCI Appliance Scale Computing - Part#: HW-5 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/30/2026 - 4/29/2031 Note: All Software Products	1	\$1,971.55	\$1,784.37	\$1,784.37
5 Scale Computing ScaleCare Advanced Installation Services	1	\$3,098.00	\$2,896.67	\$2,896.67

Scale Computing - Part#: QSPI
 Contract Name: Sourcewell- Technology Products & Solutions
 Contract #: 121923-SHI
Note: Services

6	Scale Computing Intel Core i9-13900H Scale Computing - Part#: CPU-4-2B Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	3	\$0.00	\$0.00	\$0.00
7	4TB M.2 2280 NVMe SSD Scale Computing - Part#: NVM-4-22 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	9	\$0.00	\$0.00	\$0.00
8	Scale Computing 2-port 10Gb SFP+ & 2-port 2.5Gb RJ45 Scale Computing - Part#: NIC-4-14 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	3	\$0.00	\$0.00	\$0.00
9	32GB DDR5 Unbuffered SODIMM Scale Computing - Part#: RAM-4-1E-cust Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	6	\$0.00	\$0.00	\$0.00
10	Scale Computing Migration Service 10 Pack Scale Computing - Part#: QMIG-10 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Services	1	\$4,750.00	\$4,441.30	\$4,441.30
11	Scale Computing SC//Fleet Manager - 5 cluster license, 60 Month subscription Scale Computing - Part#: FM-S-5-5 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 4/30/2026 - 4/29/2031 Note: All Software Products	1	\$2,250.00	\$1,864.09	\$1,864.09
				Total	\$62,261.84

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**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.

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 Sourcwell 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 Sourcwell receives the most current information.

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, 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 Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity 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.

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

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

agreement, apart from this Contract. Sourcwell, 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell 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 Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell 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, Sourcwell 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

Sourcwell'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 Sourcwell in writing.

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

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL 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

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.

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:

\$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

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.

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-

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

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

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

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.

Sourcewell

SHI International Corp.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/20/2024 | 10:15 AM CDT

DocuSigned by:
Kristina Mann
By: 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 *
-----------	----------	------------

<p>10</p>	<p>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.</p>	<p>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.</p> <p>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.</p> <p>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."</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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 <p>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.</p> <p>SHI Core Values:</p> <ul style="list-style-type: none"> • 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 <p>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.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>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</p>

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubylyski, 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 Pubylyski
Capture & Business Development Manager
Victoria_Pubylyski@shi.com
2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		<p>3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com</p> <p>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.</p>
12	<p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>SHI's Strengths:</p> <ul style="list-style-type: none"> • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth <p>Financial Stability:</p> <ul style="list-style-type: none"> • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure <p>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.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>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.</p> <p>Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market.</p> <p>SHI Overall Product Mix</p> <ul style="list-style-type: none"> • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. <p>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.</p> <p>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.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>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%.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.</p>

<p>16</p>	<p>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.</p> <p>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?</p> <p>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?</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>17</p>	<p>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.</p>	<p>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.</p> <p>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.</p> <ul style="list-style-type: none"> 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

		<p>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</p> <p>For additional certifications, please see the Technical Certifications document in the response portal.</p>
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	<p>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.</p> <p>For additional information about our awards and accolades, please visit SHI.com.</p> <p>2023 Awards</p> <ul style="list-style-type: none"> • 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
- Opegear – 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

		<ul style="list-style-type: none"> • 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 <p>2019 Awards</p> <ul style="list-style-type: none"> • 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	<p>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:</p> <p>2022: 18% 2021: 21% 2020: 20%</p>	*
21	What percentage of your sales are to the education sector in the past three years	<p>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:</p> <p>2022: 7% 2021: 9% 2020: 8%</p>	*

<p>22</p>	<p>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?</p>	<p>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</p> <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$433,524,175.00 • 2021 - \$432,367,332.00 • 2022 - \$474,912,261.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$117,246,848.00 • 2021 - \$242,276,114.00 • 2022 - \$428,741,315.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$119,276,838.00 • 2021 - \$215,559,364.00 • 2022 - \$297,216,161.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$49,516,736.00 • 2021 - \$98,356,960.00 • 2022 - \$162,616,951.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$109,667,754.00 • 2021 - \$94,519,443.00 • 2022 - \$66,158,438.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$105,605,584.00 • 2021 - \$106,272,231.00 • 2022 - \$36,249,883.00 <p>National Cooperative</p> <ul style="list-style-type: none"> • 2020 - \$51,110,983.00 • 2021 - \$69,945,461.00 • 2022 - \$117,824,104.00 <p>State Contract</p> <ul style="list-style-type: none"> • 2020 - \$137,405,364.00 • 2021 - \$79,536,085.00 • 2022 - \$43,431,618.00 <p>State Contract</p> <ul style="list-style-type: none"> • 2020 - \$79,162,748.00 • 2021 - \$77,934,115.00 • 2022 - \$54,871,606.00 <p>State Contract</p> <ul style="list-style-type: none"> • 2020 - \$64,141,338.00 • 2021 - \$63,818,564.00 • 2022 - \$69,121,433.00
<p>23</p>	<p>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?</p>	<p>GSA</p> <ul style="list-style-type: none"> • 2020 - \$19,629,342.02 • 2021 - \$13,876,322.68 • 2022 - \$6,492,695.32 <p>SHI does not have any SOSA agreements.</p>

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.	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Federal • State and Local Government • Education • Healthcare <p>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</p>

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.	<p>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 SYNEX) 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.</p> <p>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.</p> <p>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.</p> <p>Our major distribution centers are located strategically in:</p> <ul style="list-style-type: none"> • 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 <p>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.</p>
----	---	---

28	Service force.	<p>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.</p> <p>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.</p> <p>Our services and support resources include:</p> <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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. <p>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.</p> <p>Professional Services Delivery SHI provides services in one of three ways:</p> <ol style="list-style-type: none"> 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. <p>Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.</p>
----	----------------	---

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>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 fulfillment partners upon award of a contract in conjunction with Sourcewell member needs.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
----	---	---

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.	<p>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.</p> <p>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.</p> <p>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.</p> <p>Below we outline our standard procedures and response times:</p> <ul style="list-style-type: none"> • 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.
----	---	--

<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>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.</p> <p>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.</p> <p>To achieve this, we will deliver the following:</p> <ul style="list-style-type: none"> • 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. <p>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.”</p> <p>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.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>SHI will enthusiastically provide products and services to Sourcewell members in Canada.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.</p>
<p>33</p>	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</p>	<p>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.</p> <p>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.</p>

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 *
-----------	----------	------------

<p>36</p>	<p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Upon award, we will execute the following steps to begin marketing the new contract:</p> <ul style="list-style-type: none"> • 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. <p>We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters.</p> <p>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.</p> <p>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.</p> <p>We also provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend.</p> <p>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.</p> <p>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!</p> <p>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.</p>
<p>37</p>	<p>Describe your use of technology and</p>	<p>The digital age has profoundly changed the way we communicate by making it easier and</p>

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

		<p>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.</p> <p>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.</p>
38	<p>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?</p>	<p>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.</p> <p>We view Sourcewell's role in the promotion of the contract to include:</p> <ul style="list-style-type: none"> • 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. <p>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.</p>

39	<p>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.</p>	<p>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.</p> <p>In addition, we support the following Punch-out types:</p> <ul style="list-style-type: none"> • 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 <p>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.</p> <p>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.</p>
----	--	---

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)

		<ul style="list-style-type: none"> • First-Year Teacher Bundle <p>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:</p> <ul style="list-style-type: none"> • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning <p>Please feel free to explore more details and options at https://www.shi.com/solutions/training</p>
41	Describe any technological advances that your proposed products or services offer.	<p>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.</p> <p>Articulated below are just a few offerings:</p> <p>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.</p> <p>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!</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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.

<p>42</p>	<p>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.</p>	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>SHI seeks to be energy efficient utilizing these methods:</p> <ul style="list-style-type: none"> • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: <ul style="list-style-type: none"> 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) <p>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.</p> <p>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.</p>
<p>43</p>	<p>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.</p>	<p>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.</p>

<p>44</p>	<p>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.</p>	<p>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.</p> <p>SHI Certifications WBE</p> <ul style="list-style-type: none"> • WBENC <p>MBE</p> <ul style="list-style-type: none"> • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) <p>MWBE</p> <ul style="list-style-type: none"> • Supplier Clearing House (California Public Utilities Commission) <p>SHI also has MWBE certifications with the following state governments:</p> <ul style="list-style-type: none"> • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin <p>SHI Government Solutions</p> <ul style="list-style-type: none"> • State of Texas Certified HUB Vendor
<p>45</p>	<p>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?</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Value Add Services SHI offers a wide range of value-added services to help our customers get the most value</p>

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

	<p>communities—our relationships with customers, partners, OEMs, and our own SHI colleagues.</p> <p>SHI's Strengths and Stability:</p> <ul style="list-style-type: none"> • 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 <p>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.</p>
--	---

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?	<p>SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental damage.</p> <p>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.</p> <p>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.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>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.</p> <p>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.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>For OEM warranties, this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.</p> <p>Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.</p>
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?	<p>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.</p> <p>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.</p>
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?	<p>Typically warranty services from an OEM will not cover items from other manufacturers.</p> <p>Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.</p>

51	What are your proposed exchange and return programs and policies?	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.</p>
----	---	--

52	Describe any service contract options for the items included in your proposal.	<p>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.</p> <p>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.</p> <p>The benefits of Third-Party Enterprise Warranties include:</p> <ul style="list-style-type: none"> • 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. <p>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:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>Finally, Third-party offers post-warranty and maintenance agreements for products that are still viable and in use!</p> <p>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.</p> <p>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.</p> <p>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.</p>
----	--	--

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	<p>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.</p> <p>As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>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."</p> <p>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.</p>

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.	<p>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.</p> <p>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.</p> <p>SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>The benefits to leasing hardware with SHI include:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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.</p>
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.	<p>SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder.</p> <p>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:</p> <ul style="list-style-type: none"> • 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,

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

		<p>that could limit the project's execution.</p> <ul style="list-style-type: none"> • Terms and Conditions: This includes any legal terms and conditions related to the project. <p>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.</p>	
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Full Catalog Pricing SHI is pleased to offer Sourcwell 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.</p> <p>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.</p> <p>SHI is pleased to offer a complete electronic catalog for Sourcwell and its member agencies.</p> <p>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 Sourcwell 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.</p> <p>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.</p> <p>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</p>

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.

Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.

SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and

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.

61 Describe any quantity or volume discounts or rebate programs that you offer.

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

		<p>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.</p>	
62	<p>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.</p>	<p>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.</p>	*
63	<p>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.</p>	<p>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.</p>	*
64	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>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.</p> <p>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.</p> <p>SHI can ship products via any method the customer desires. These include:</p> <ul style="list-style-type: none"> • 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	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.</p>	*
66	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>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.</p> <p>SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and</p>	

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.	<p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates <p>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.</p> <p>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.</p> <p>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.</p> <p>SHI can deliver standard reports in one of three formats, including:</p> <ul style="list-style-type: none"> • 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.	<p>In our experience, there are a few key indicators of success for contracts of this type:</p> <ol style="list-style-type: none"> 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. <p>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.</p>	*
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	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

Line Item	Question	Response *

<p>72</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>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.</p> <p>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.</p> <p>We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members.</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands</p> <p>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.</p>
<p>73</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>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.</p> <p>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.</p> <p>Hardware End-User</p> <ul style="list-style-type: none"> • 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 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;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	<input checked="" type="radio"/> Yes <input type="radio"/> 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;	<input checked="" type="radio"/> Yes <input type="radio"/> No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	<input checked="" type="radio"/> Yes <input type="radio"/> 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	<input checked="" type="radio"/> Yes <input type="radio"/> No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	<input checked="" type="radio"/> Yes <input type="radio"/> 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

		<p>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</p>
<p>82</p>	<p>Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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 be 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

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

		<p>licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access.</p> <p>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.</p> <p>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.</p> <p>Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.</p>
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications:</p> <ul style="list-style-type: none"> • 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;	<input checked="" type="radio"/> Yes <input type="radio"/> 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;	<input checked="" type="radio"/> Yes <input type="radio"/> 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;	<input checked="" type="radio"/> Yes <input type="radio"/> 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;	<input checked="" type="radio"/> Yes <input type="radio"/> 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	<input checked="" type="radio"/> Yes <input type="radio"/> 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.	<input checked="" type="radio"/> Yes <input type="radio"/> 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.	<p>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.</p> <p>Benefits of a Zero Trust program:</p> <ul style="list-style-type: none"> • 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.	<p>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.</p> <p>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.</p> <p>Team members hold an average of two to five certifications, such as, but not limited, to:</p> <ul style="list-style-type: none"> • 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. <p>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".</p> <p>Please see attachment titled "SHI Technical Certifications."</p>
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.	<p>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.</p> <p>Our support services include:</p> <ul style="list-style-type: none"> • 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.	<p>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.</p> <p>With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcwell members drive positive business outcomes as they work to streamline their cloud configuration.</p> <p>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.</p>
----	--	---

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;	<input checked="" type="radio"/> Yes <input type="radio"/> 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,	<input checked="" type="radio"/> Yes <input type="radio"/> 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.	<input checked="" type="radio"/> Yes <input type="radio"/> 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.	<p>Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications:</p> <ul style="list-style-type: none"> • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling <p>SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications:</p> <ul style="list-style-type: none"> • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 <p>Departments in the scope:</p> <ul style="list-style-type: none"> • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing <p>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.</p> <p>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.</p>
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	<p>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.</p>

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- Sourcewell 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	<input checked="" type="checkbox"/>	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	<input checked="" type="checkbox"/>	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	<input checked="" type="checkbox"/>	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	<input checked="" type="checkbox"/>	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	<input checked="" type="checkbox"/>	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	<input checked="" type="checkbox"/>	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	<input checked="" type="checkbox"/>	1

**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

SHI International Corp.

Signed by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:

By: _____
EA418E789F09404...
Kristina Mann, Sr. Manager - Contracts

Date: 11/7/2024 | 1:00 PM CST

Date: 11/7/2024 | 1:38 PM EST

SHI Advertised 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.

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 and as often as possible.

Types of Products	Discount From Advertised Price	Manufacturer Name
Cables (Network, Signal, Fiber Optic, Power)	15%	SHI Full Catalog
Cameras	15%	SHI Full Catalog
Surveillance Video	15%	SHI Full Catalog
Security Cameras	15%	SHI Full Catalog
Access Control Systems	15%	SHI Full Catalog
Videoconferencing Systems	15%	SHI Full Catalog
Unified Communications and Collaboration	0%	SHI Full Catalog
Computer Accessories (Keyboards, Mice, Docks, Flash Memory, Speakers)	5%	SHI Full Catalog
Telephone Sets	5%	SHI Full Catalog
Headsets	5%	SHI Full Catalog
Headphones	5%	SHI Full Catalog
Network Routers	5%	SHI Full Catalog
Channel Converters	5%	SHI Full Catalog
Phone Cases	5%	SHI Full Catalog
Information Technology/Educational Furniture	5%	SHI Full Catalog
Racks	3%	SHI Full Catalog
Racks Hardware	3%	SHI Full Catalog
Batteries	5%	SHI Full Catalog
Uninterruptable Power Systems	5%	SHI Full Catalog
Battery Chargers	5%	SHI Full Catalog
Memory Modules	5%	SHI Full Catalog
RAM, DRAM, SDRAM	5%	SHI Full Catalog
Flash Drives	5%	SHI Full Catalog
Hard Drives	5%	SHI Full Catalog
Disk Arrays and Array Controllers	5%	SHI Full Catalog
Power Adapters and Inverters	5%	SHI Full Catalog
Network Interface Cards and Network Switch Products	5%	SHI Full Catalog
Multimedia Storage Products	5%	SHI Full Catalog
Notebook Computers	3%	SHI Full Catalog
Tablets	3%	SHI Full Catalog
Servers	3%	SHI Full Catalog
Point of Sale	3%	SHI Full Catalog
Desktops	3%	SHI Full Catalog
Thin Clients	3%	SHI Full Catalog
Workstations	3%	SHI Full Catalog
All in One Desktops	3%	SHI Full Catalog
Office Supplies	18%	SHI Full Catalog
Labels	18%	SHI Full Catalog
Disc Media	18%	SHI Full Catalog
Paper Products	18%	SHI Full Catalog
Whiteboards	18%	SHI Full Catalog
Maintenance	5%	SHI Full Catalog
Warranties	5%	SHI Full Catalog

Types of Products	Discount From Advertised Price	Manufacturer Name
Projectors and Interactive Products	5%	SHI Full Catalog
Printer Supplies	5%	SHI Full Catalog
Ink and Toner	5%	SHI Full Catalog
Ribbons	5%	SHI Full Catalog
Fusers	5%	SHI Full Catalog
Flat Panel Display Monitors	3%	SHI Full Catalog
Large Screen Monitors	3%	SHI Full Catalog
TVs	3%	SHI Full Catalog
Printers (Ink Jet, Laser, Matrix, Line Matrix, Label)	5%	SHI Full Catalog
Scanners	5%	SHI Full Catalog
Multifunction Machines	5%	SHI Full Catalog
Power Products	5%	SHI Full Catalog
PDUs	5%	SHI Full Catalog
Power Supplies	5%	SHI Full Catalog
Power Monitors	5%	SHI Full Catalog
Carry Cases	7%	SHI Full Catalog
Carry Bags	7%	SHI Full Catalog
Backpacks	7%	SHI Full Catalog
Software	4%	SHI Full Catalog
Cloud Software (excluding AWS)	4%	SHI Full Catalog
"X" as a Service (including SaaS, IaaS and PaaS)	0%	SHI Full Catalog
AWS	0%	SHI Full Catalog
All Other - future and unnamed categories	0%	SHI Full Catalog

Services	Standard Hourly Rate	Discount From Advertised Price	Comments
Hourly rates are for SHI and current approved partner-performed services for standard engagements. Highly skilled projects and new partners may carry higher rates.			
Project Manager	\$185.00	0%	Per SOW
Consultant - End User Solutions Group	\$225.00	0%	Per SOW
Consultant - Security Solutions Group	\$225.00	0%	Per SOW
Solutions Architect	\$275.00	0%	Per SOW
Cloud Developer	\$325.00	0%	Per SOW
Senior Cloud Developer	\$325.00	0%	Per SOW
Cloud Solutions Architect	\$275.00	0%	Per SOW
Program Engagement Manager	\$125.00	0%	Per SOW
Asset Management	\$300.00	0%	Per SOW
Staff Augmentation	\$50-\$500	0%	Per SOW
All other in scope services	\$300.00	0%	Per SOW



Life's Just Better Here

CITY OF WILTON MANORS QUOTATION SUMMARY FORM

This form should be completed prior to purchasing goods/services.

Date: 3 18 2026

Department: Information Technology

NOTE: If this is a **Sole Source** or **City Standard Commodity**, complete the *Sole Source/City Standard Commodity Form* instead.

Check Box for Vendor Selected

	VENDOR # 1 <input checked="" type="checkbox"/>	VENDOR # 2 <input type="checkbox"/>	VENDOR # 3 <input type="checkbox"/>
Vendor Name	SHI International		
Contact Person	Ray Tutela		
Address	290 Davidson Avenue Somerset, NJ 08873		
Phone	813-340-5677		
Quoted Amount	\$62,261.84		
Order Description	Scale Virtualization Appliance		
Check One	<input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written	<input type="checkbox"/> Oral <input type="checkbox"/> Written	<input type="checkbox"/> Oral <input type="checkbox"/> Written
Other	Is W9 on File? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>(Submit W9 if Vendor is not in system)</small>		*Piggybacking Attach Contract <input checked="" type="checkbox"/>

If **Piggybacking** is selected, please provide information regarding the contract being piggybacked:

This is being piggybacked off of the Sourcwell Technology Products and Solutions Contract # 121923-SHI

If a vendor other than the lowest quoted price is selected, please explain reason for awarding to selected vendor:

This is a replacement of our current outdated virtualization environment. This will be used to run all our servers for the City and Police Department.

Prepared By: Robert Byers Date: 3/18/2026 Extension: x2929

Director Approval:  Date: 3-18-2026

Note (City Code Sec. 2-58):

All such purchases of greater than the estimated cost of two thousand dollars (\$ 2,000.00) but less than or equal to four thousand dollars (\$ 4,000.00) shall require at least three (3) oral or written quotations.

Purchases of an estimated cost greater than four thousand dollars (\$4,000.00) but less than or equal to thirty thousand dollars (\$30,000.00) shall require at least three (3) written quotations. All written quotations must be attached to this Quotation Form.

***Piggybacking** – a copy of the contract that is being piggyback must be submitted with the quotation.

Purchase Requisition

Purchase Requisition No 26-0338

Requested Date 03/12/2026

Department 5117

Required Date 09/30/2026

INFORMATION TECHNOLOGY

Ordered By

Preferred Vendor 003428

SHI INTERNATIONAL CORP

Address 290 DAVIDSON AVE

Req. Description SCALE VIRTUALIZATION APPLIANCE

Quantity	Units	Description	Unit Price	Amount
1	EACH	SCALE VIRT APPLIANCE 300-5117-5641.000	62,261.84	62,261.84
			Total:	62,261.84

Approved By



Date

4/1/26

Approved By



Date

4/1/26



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From: Roberta Moore, Community Development Services Director

Prepared by: Evangeline Kalus, City Planner

- (a) **Subject: Ordinance No. 2026-005:** *(Community Development Services) (Second Reading)*
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING THE UNIFIED LAND DEVELOPMENT REGULATIONS ("ULDR"); AMENDING SECTION 010-030 "TERMS DEFINED"; AMENDING SECTION 020-70 "RESIDENTIAL DISTRICT SCHEDULE OF PERMITTED, CONDITIONAL AND PROHIBITED USE"; AMENDING SECTION 020-120 "MIXED-USE AND PUBLIC/QUASI-PUBLIC DISTRICT PERMITTED, CONDITIONAL AND PROHIBITED USES"; AND AMENDING SECTION 175-030 "RESPONSE TO REASONABLE ACCOMMODATION REQUEST", PROVIDING FOR COMMUNITY RESIDENTIAL HOMES AND RECOVERY RESIDENCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
- (b) **City Manager Recommendation:** Recommendation to approve Ordinance 2026-005 on Second Reading.
- (c) **Report In Brief:** Amendments to Section 010-030, "Terms Defined", Section 020-070, "Residential District Schedule of Permitted, Conditional and Prohibited Use", Section 020-120, "Mixed-Use and Public/Quasi-Public District Permitted, Conditional and Prohibited Uses", and Section 175-030, "Response to Reasonable Accommodation Request" of the City's Unified Land Development Regulations ("ULDRs").
- (d) **Discussion:**

Senate Bill 954, codified as Chapter 2025-182 or Florida Statutes 397.487, requires the adoption of an ordinance establishing application procedures for the owner of a "recovery residence" to request reasonable accommodation from any local land use regulation. The proposed amendments to Section 010-030, Section 020-070, Section 020-120, and Section 175-030 of the City's ULDRs include the addition of definitions; changes to the permitted, conditional, and prohibited use tables; and modifications to the reasonable accommodation ordinance.

The proposed ordinance was approved subject to final review and approval by the City Attorney by the Planning and Zoning Board. The following is a summary of changes that were

made to the proposed ordinance since the February 9, 2026, Planning and Zoning Board Meeting:

- Language was added to specific provisions "8" in Section 020-070(B) and Section 020-120(B) that states "City staff will endeavor to determine whether an applicant for reasonable accommodations meets the distance requirement, but may require applicant to provide proof of distance from one or more existing recovery residences in the form of documentation prepared by a professional land surveyor".
- Language was added to Section 175-030(F) that allows for the City to impose a cost recovery fee for actual costs incurred by the City to process a reasonable accommodation application based on the fee established and amended by the Resolution of the City Commission.
- A new section was added creating a process to revoke a reasonable accommodation approval which also includes the ability for the owner/administrator of the Recovery Residence to appeal when the Recovery Residence is unable to obtain an initial certification or charter within 180 days or if the certification or charter is lost or not re-certified/re-charted within 180 days; if the Recovery Residence that received the reasonable accommodation violates the conditions required as part of its reasonable accommodation approval; and if the Recovery Residence is found to be in violation of the terms of a nuisance abatement agreement or is subject to a final order by a Special Magistrate finding for a chronic nuisance.

This ordinance was previously heard by the City Commission for First Reading on March 10, 2026. Due to a discrepancy with the most current version of the proposed ordinance, the proposed ordinance is required to be re-heard by the City Commission for First Reading.

No changes were made at the March 24, 2026 City Commission Meeting.

(e) Strategic Plan Consistency: Strategic Plan 2021-2026: Goal B – Promote Economic Development and Goal C – Enhance Quality of Life and Livability.

(f) Concurrences:

PLANNING AND ZONING BOARD – February 9, 2026: Motion made by Vice Chair Izquierdo, seconded by Board Member Proffitt, to approve. In a roll call vote, the motion passed 6-1 (Board Member Friedman dissenting).

CITY COMMISSION - March 10, 2026: Commissioner D’Arminio made the motion to approve Ordinance 2026-006. Vice Mayor Caputo seconded the motion, which was approved by unanimous roll call vote.

CITY COMMISSION – March 24, 2026: Vice Mayor Caputo made the motion to approve Ordinance 2026-006. Commissioner D’Arminio seconded the motion. Motion passed 5-0.

(g) Fiscal Impact:

(h) Alternatives:

- (i) **Attachments:**
1. 2026-005 ORD Recovery Residences and Reasonable Accommodation Application
 2. Article 10, 20, and 175 Reasonable Accommodation Memo 3.27.2026 2nd Reading CC
 3. 020926 WM PZ 1st draft minutes
 4. Fiscal Impact Analysis Section 010-030, 020-070, 020-120, & 175-030 ULDRs 4.14.26 2nd Reading
 5. Reasonable Accommdation Presentation 4.14.26 CC 2nd Reading

1 (February 2018), and the City of Fort Lauderdale (February 2018), all titled Principles to Guide
2 Zoning for Community Residences for People with Disabilities and also prepared by Mr. Lauber;
3 and

4 **WHEREAS**, these studies identify significant public purposes of furthering beneficial
5 health goals for certain types of disabled residents by facilitating community integration and
6 normalization. These studies highlight the importance of promoting the health and well-being of
7 individuals with disabilities by supporting community integration and normalization. A key
8 conclusion is that when Recovery Residences are clustered too closely—specifically, within 660
9 feet of one another—there is a significant risk that these goals will be undermined; and

10 **WHEREAS**, the City Staff further recommends, based on the conclusions of the above
11 studies, that the City create new requirements for Recovery Residences in order to support
12 healthier recovery environments and promote community integration and to ensure these
13 residences do not cluster together, to the detriment of their respective residents; and

14 **WHEREAS**, a minimum separation requirement of 660 feet between Recovery
15 Residences will promote the health and well-being of the individuals with disabilities who reside
16 within such residences; and

17 **WHEREAS**, the City Commission of the City of Wilton Manors, Florida, concurs with
18 these recommendations and deems it to be in the best interests of the citizens and residents of the
19 City to amend the Code.

20 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
21 **CITY OF WILTON MANORS, FLORIDA:**

22 **Section 1:** The foregoing “WHEREAS” clauses are hereby ratified as being true and
23 correct and are hereby made a specific part of this Ordinance upon adoption hereof.

1 **Section 2:** Section 010-30 “Terms defined,” of Appendix A, the Unified Land

2 Development Regulations (ULDRs), of the City of Wilton Manors is amended as follows:

3 **Sec. 010-30. Terms defined.**

4 ...

5 Community residential home: A dwelling unit licensed to serve residents who are clients of the
6 Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of
7 Juvenile Justice, or the Department of Children and Families or licensed by the Agency for Health
8 Care Administration, and which provides a living environment for up to 14 unrelated residents
9 who operate as the functional equivalent of a family, including such supervision and care by
10 supportive staff as may be necessary to meet the physical, emotional, and social needs of the
11 residents, or as amended in Section 419.001(1)(a), Florida Statutes.

12 ...

14 Disability: A physical or mental impairment that substantially limits one or more of an
15 individual’s major life activities, impairs an individual’s ability to live independently, having a
16 record of such impairment, or being regarded as having such an impairment. People experiencing
17 or possessing a “disability” for purposes of this Section do not include individuals who are
18 currently using alcohol or illegal drugs, or who are currently using legal drugs to which they are
19 addicted, or who constitute a direct threat to the health and safety of others. Except as provided
20 in the preceding sentence, an individual experiencing a “disability” is “disabled,” and this will
21 include a person that qualifies as disabled or handicapped under the federal Fair Housing Act or
22 the Americans with Disabilities Act or both.

23 ...

25 Recovery Residence: A residential living arrangement of multiple individuals living together in a
26 single dwelling unit, where: (a) such individuals are not related to each other by bonds of
27 consanguinity, marriage, or other qualifying circumstances identified in the definition of “Family”
28 in Sec. 010-030; (b) one (1) or more of such individuals is experiencing a disability related to
29 recovering from addiction; (c) all such individuals are living as a single, functional family; and (d)
30 the disabled resident(s) are in need of the mutual support furnished by other residents of the
31 dwelling unit, as well as any incidental support services, if any, provided there. Recovery
32 Residences are functional family living arrangements which are certified by the credentialing
33 entity designated under section 397.487, Florida Statutes, as amended, or which are chartered by
34 Oxford House, Inc. A Recovery Residence does not include any other group living arrangement
35 for unrelated individuals who are not experiencing a disability, nor does the definition include
36 residential facilities exclusively for either prison pre-parolees or sex offenders, even if they are
37 also in recovery. Recovery Residences do not include community residential homes that are
38 defined in Section 419.001(1)(a), Florida Statutes, as amended.

39 ...

1

2 **Section 3:** Section 020-070 “Residential district schedule of permitted, conditional and
3 prohibited use,” of Appendix A, of the ULDR of the City of Wilton Manors is amended as follows:

4 **Sec. 020-070. Residential district schedule of permitted, conditional and prohibited use.**

5 P=Permitted use, N=Not permitted use, C=Conditional use

6 (A) *Table of permitted, conditional and prohibited uses.*

USE	RS-5	RD-10	RM-10	RM-12	RM-16
Accessory use(s) and structure(s) (see Article 25, Accessory Uses)	P	P	P	P	P
Single-family detached dwelling	P	P(1)	P(1)	P(1)	P(1)
Duplex dwellings	N	P	P(2)	P(2)	P(2)
Townhouse dwellings	N	N	P	P	P
Multi-family dwellings	N	N	P	P	P
Family day care home (6)	P	P	P	P	P
Public park or playground	P	P	P	P	P

USE	RS-5	RD-10	RM-10	RM-12	RM-16
Non-residential public or government bldg. or use (5)	C	C	C	C	C
Place of worship (5)	N	P	P	P	P
School (5)	N	N	P(3)	P(3)	P(3)
Public utility or service facility	N	N	C	C	C
Parking structure	N	N	N	N	P
Assisted living facility	N	N	N	N	C
Day care center	N	N	N	N	C
Limited commercial accessory uses	N	N	N	N	N
Bed and breakfast dwelling (4)	C	C	C	C	C
Medical marijuana treatment center	N	N	N	N	N
Pharmacy	N	N	N	N	N

USE	RS-5	RD-10	RM-10	RM-12	RM-16
Clinic, medical clinic	N	N	N	N	N
<u>Recovery Residence – four or fewer individuals (7)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Recovery Residence – five or more individuals (8)</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
<u>Community Residential Home – six or fewer individuals (9)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Community Residential Home – between seven (7) and fourteen (14) individuals</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>

1

2 (B) Specific use provisions (see associated footnotes in table, above):

3

4 (7) Recovery Residences for up to four (4) individuals are permitted as of right in all
5 residential districts. While not required to apply for a reasonable accommodation, these residences
6 are invited to register with the City so that their addresses may be included in the City map of
7 Recovery Residences for which distancing is required.

8 (8) Recovery Residences for five (5) or more individuals are permitted in residential
9 districts only upon approval of an application for reasonable accommodation, pursuant to Sec.
10 175-030. No Recovery Residence shall be located less than 660 feet from any other Recovery
11 Residence. The Recovery Residence shall obtain certification pursuant to Section 397.487, Florida
12 Statutes, or obtain a charter from Oxford House, Inc., within 90 days of approval. The distance
13 between Recovery Residences shall be measured from any property line on the lot of the proposed

1 Recovery Residence to the nearest property line of a lot where an existing Recovery Residence is
 2 already established, measured by airline measurement. City staff will endeavor to determine
 3 whether an applicant for reasonable accommodations meets the distance requirement, but may
 4 require applicant to provide proof of distance from one or more existing recovery residences in the
 5 form of documentation prepared by a professional land surveyor.

6 (9) Community Residential Homes of six (6) or fewer residents are only permitted in these
 7 zones, pursuant to Section 419.001, Florida Statutes, as may be amended, provided that such
 8 homes are not located within a radius of 1,000 feet of another existing such home with six (6) or
 9 fewer residents or within a radius of 1,200 feet of any other existing community residential home.
 10 The sponsoring agency of a proposed community residential home shall provide the City’s
 11 Community Development Services Director or designee with the most recently published data
 12 compiled from the licensing entities that identifies all community residential homes within the
 13 jurisdictional limits of the City of Wilton Manors in order to show that the proposed home meets
 14 the distancing requirements of this section and of state law. At the time of home occupancy, the
 15 sponsoring agency must notify the City’s Community Development Services Director or designee
 16 that the home is licensed by the licensing entity.

17
 18 **Section 4:** Section 020-120, “Mixed-use and public/quasi-public district permitted,
 19 conditional and prohibited uses” of Appendix A, of the ULDR of the City of Wilton Manors is
 20 amended as follows:

21 **Sec. 020-120.** - Mixed-use and public/quasi-public district permitted, conditional and
 22 prohibited uses.

23 P=Permitted use, N=Not permitted use, C=Conditional use

24 (A)Table of permitted, conditional and prohibited uses.

SE	R-O	CF	OS	ROSC
Single family detached dwelling	P(1)	N	N	P
Duplex dwellings	P(2)	N	N	P
Music, photo, art studio	N	N	N	C
Book Store/Card & Gift Shop	N	N	N	C
Coffee/Tea Shop	N	N	N	C
Accessory Retail/Accessory Food Service	N	N	N	C

Handicraft shop	N	N	N	C
Public park, playground, pool, courts	C	N	P	C
Accessory use(s) and structure(s) (See Article 25, Accessory uses)	P	P	P	P
Parking lot/structure	N	N	N	C
Non-residential public or government use other than park or recreation facility (6)	C	P	N	C
Place of worship (6)	C	P	N	C
Educational institution (6)	N	P	N	N
Office, professional, (excludes clinic/medical clinic)	C	N	N	C
Office, financial institution, i.e. bank, check cashing store	N	N	N	N
Office, other	N	N	N	N
Beauty, barber shop	N	N	N	C(3)
Bed and breakfast dwelling	C(4)	N	N	C(4)
Public utility or service facility	N	P	N	N
Assisted living facility	N	P	N	N
Day care center	N	P	N	N
Personal services	N	N	N	C(5)
Cemetery	N	P	N	N

Hospital (6)	N	P	N	N
Library (6)	N	P	N	N
Medical marijuana treatment center	N	N	N	N
Museum (6)	N	P	N	N
Nursing home	N	P	N	N
Pharmacy	N	N	N	N
Police or fire station	N	P	N	N
Public works facility	N	P	N	N
Veterinarian	N	N	N	N
Clinic, medical clinic	N	N	N	C(5)
<u>Recovery Residence – four (4) or fewer individuals (7)</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>P</u>
<u>Recovery Residence – five (5) or more individuals (8)</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
<u>Community Residential Home – six (6) or fewer individuals (9)</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>P</u>
<u>Community Residential Home – between seven (7) and fourteen (14) individuals</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>

1

2

3

(B) Specific use provisions (see footnote references in table, above).

4

...

1 (7) Recovery Residences for up to four (4) individuals are permitted as of right in
2 residential zones. While not required to apply for a reasonable accommodation, these residences
3 are invited to register with the City so that their addresses may be included in the City map of
4 Recovery Residences for which distancing is required.

5 (8) Recovery Residences for five (5) or more individuals are permitted in residential zones
6 only upon approval of an application for reasonable accommodation, pursuant to Sec. 175-030,
7 which shall include a requirement that the residence be located at least 660 feet from any other
8 Recovery Residence, and also that the residence obtain certification pursuant to section 397.487,
9 Florida Statutes, or obtain a charter from Oxford House, Inc., within 90 days of approval. The
10 distance between Recovery Residences shall be measured from any property line on the lot of the
11 proposed Recovery Residence to the nearest property line of a lot where an existing Recovery
12 Residence is already established, measured by airline measurement. City staff will endeavor to
13 determine whether an applicant for reasonable accommodation meets the distance requirement,
14 but may require the applicant to provide proof of distance from one or more existing recovery
15 residences in the form of a signed and sealed documentation prepared by a professional land
16 surveyor.

17 (9) Community Residential Homes of six (6) or fewer residents are only permitted in these
18 zones, pursuant to section 419.001, Florida Statutes, as may be amended, provided that such homes
19 are not located within a radius of 1,000 feet of another existing such home with six (6) or fewer
20 residents or within a radius of 1,200 feet of any other existing community residential home. The
21 sponsoring agency of a proposed community residential home shall provide the City's Community
22 Development Services Director or designee with the most recently published data compiled from
23 the licensing entities that identifies all community residential homes within the jurisdictional limits
24 of the City of Wilton Manors. In order to show that the proposed home meets the distancing
25 requirements of this section and of state law. At the time of home occupancy, the sponsoring
26 agency must notify the City's Community Development Services Director or designee that the
27 home is licensed by the licensing entity.

28
29 **Section 5:** Section 175-030 "Response to reasonable accommodation request," of
30 Appendix A, of the ULDR of the City of Wilton Manors is amended as follows:

31 **Sec. 175-030. Response to reasonable accommodation request.**

32 (A) In determining whether the reasonable accommodation request will be granted or denied,
33 the requesting party shall be required to establish that they are protected under the FHA
34 and/or ADA by demonstrating that they are handicapped or disabled, as defined in federal
35 law, as may be amended from time to time.

36 (B) The City of Wilton Manors will date stamp the request with the date of its filing. If the
37 request is missing any required information, the City shall notify the requestor in writing
38 within thirty (30) days of the date the request was filed. The City shall give the requestor
39 thirty (30) days to respond to the City's request for more information. If the applicant fails
40 to provide the requested additional information within thirty (30) days, the application for
41 reasonable accommodation shall be deemed abandoned, and the City shall notify the
42 applicant by email that the application has been deemed abandoned. The notice shall

1 include the specific information the City requested that was not provided as the reason for
2 denial-as-abandoned.

3 ~~(B)~~ (C) The City of Wilton Manors will grant or deny the request within ~~thirty sixty (3060)~~
4 calendar days after receiving all information and documentation from the requesting
5 individual. The City will not make a determination until all necessary information has been
6 received.

7 ~~Should the City require additional time to make a determination, the City will provide the~~
8 ~~requester the reasons for the delay within the timeframe the City otherwise would have had to~~
9 ~~make a determination.~~

10 ~~(C)~~ (D) If the reasonable accommodation request seeks a variance pursuant to Article 120,
11 such variance request shall be processed by City staff and the City Commission will render
12 the decision as to whether or not the variance will be granted. City staff will process and
13 render a decision on all other reasonable accommodation requests which are not related to
14 a variance. If the Determination is to deny the application, the City Manager, or designee,
15 shall provide the written Determination, which shall include specific, objective, evidence-
16 based reasons for the denial and shall also identify any deficiencies or actions necessary
17 for the application to be considered. If the final written Determination is not issued within
18 60 days after receipt of the completed application, and the parties have not agreed to an
19 extension of the time, the application is deemed approved, pursuant to Florida Statute. §
20 397.487(15)(b)5.

21 (E) A Recovery Residence for five (5) or more individuals applying for a reasonable
22 accommodation shall:

23 1. Obtain certification under Section 397.487, Florida Statutes, or obtain a charter
24 through Oxford House, Inc., within 90 days of issuance of the approval for a reasonable
25 accommodation; and

26 2. Agree to notify the City within ten (10) days if it fails to comply with the
27 certification requirement within the first 90 days; or if after obtaining certification or
28 charter, the Recovery Residence loses the certification or charter at any time; and

29 3. Any other conditions deemed reasonable by City staff.

30 (F) The City may impose a cost recovery fee, not to exceed actual costs incurred by the City,
31 to process a reasonable accommodation application. The fee shall be established and
32 amended by Resolution of the City Commission.

33 (G) The City may revoke a reasonable accommodation approval if:

34 1. The Recovery Residence is unable to obtain initial certification or charter within
35 180 days, or if it loses its certification or charter and is unable to obtain recertification
36 or re-charter within 180 days;

37 2. The Recovery Residence violates the conditions required as part of its reasonable
38 accommodation approval; or

39 3. The Recovery Residence has been found to be in violation of the terms of a nuisance
40 abatement agreement or is subject to a final order by a special magistrate finding that
41 it is a chronic nuisance pursuant to Chapter 13, Article VIII of the City Code, as
42 amended.

1 (H) Revocation Process for Recovery Residence Reasonable Accommodation. The City's
2 Community Development Services Director or designee shall notify the
3 owners/administrator of the Recovery Residence of the City's intention to revoke the
4 reasonable accommodation approval in writing, specifying the violations that justify the
5 revocation, and providing the Recovery Residence with fourteen (14) calendar days to cure
6 the violations and present evidence of such cure to the City.

7 1. If the Recovery Residence fails to cure all of the specified violations within 14
8 calendar days, the reasonable accommodation shall be revoked administratively on the
9 15th business day.

10 2. Once the revocation is final, the residence will no longer be permitted to house more
11 than four (4) unrelated adult individuals.

12 (I) Appeal Process After Revocation. The owner/administrator of a Recovery Residence may
13 file a notice of appeal with the City's Community Development Services Department
14 within ten (10) calendar days of receiving notice of the revocation. Upon receipt of such
15 notice of appeal, the City will cease enforcement of the revocation until the appeal can be
16 heard and decided.

17 1. Within ten calendar (10) days of receipt of notice of appeal, the City shall appoint a
18 special magistrate to hear the appeal. The City Manager and City Attorney shall be
19 authorized to engage the special magistrate, who shall be a member of the Florida Bar
20 for a minimum of five years and have demonstrated expertise in land use or disability
21 rights law.

22 2. Within ten calendar (10) days of appointment, the special magistrate shall issue a
23 scheduling order to set deadlines for the submission of formal appeal briefs and replies
24 and to set an evidentiary hearing.

25 3. The Recovery Residence owner/administrator may by written motion request an
26 extension of the deadlines set in the scheduling order.

27 4. The evidentiary hearing shall be held within thirty (30) calendar days of the notice
28 of appeal. The special magistrate shall issue a written order, including specific findings
29 of fact and conclusions of law.

30 5. The owner/administrator of the Recovery Residence, or the City Manager, with the
31 approval of the City Commission, may appeal a final order of the Special Magistrate to
32 the Circuit Court of Broward County. Such an appeal shall not be a hearing de novo,
33 but shall be limited to appellate review of the record created before the Special
34 Magistrate. An appeal shall be filed within thirty (30) days of the issuance of the order
35 to be appealed.

36 **Section 6: Codification.**

37 It is the intention of the City Commission of the City
38 of Wilton Manors, and it is hereby ordained that the provisions of this Ordinance shall become and
39 be made a part of the Code and Ordinances of the City of Wilton Manors, Florida, and that Sections
40 of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to
"Section," "Article," or such other word or phrase in order to accomplish such intention.

1
2
3
4
5
6
7
8

RECORD OF COMMISSION VOTE: 2ND
Reading

MAYOR NEWTON _____
VICE MAYOR CAPUTO _____
COMMISSIONER BRACCHI _____
COMMISSIONER D'ARMINIO _____
COMMISSIONER ROLLI _____

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.



WILTON MANORS, *Island City*

2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305

COMMUNITY DEVELOPMENT SERVICES

(954) 390-2180 FAX: (954) 567-6069

Life's Just Better Here

TO: Planning and Zoning Board [February 9, 2026 / City Commission March 10, 2026 / City Commission March 24, 2026 / City Commission April 14, 2026](#)

THRU: Roberta Moore, Community Development Services Director

THRU: Christian Cervantes, Community Development Services Assistant Director

FROM: Evangeline G. Kalus, City Planner

DATE: February 4, 2026 / [February 19, 2026](#) / [March 12, 2026](#) / [March 27, 2026](#)

RE: Amendments to Section 010-030, "Terms Defined", Section 020-070, "Residential District Schedule of Permitted, Conditional and Prohibited Use", Section 020-120, "Mixed-Use and Public/Quasi-Public District Permitted, Conditional and Prohibited Uses", and Section 175-030, "Response to Reasonable Accommodation Request" of the City's Unified Land Development Regulations.

Amendments are proposed to Section 010-030, "Terms Defined" Section 020-070, "Residential District Schedule of Permitted, Conditional and Prohibited Use", Section 020-120, "Mixed-Use and Public/Quasi-Public District Permitted, Conditional and Prohibited Uses", and Section 175-030, "Response to Reasonable Accommodation Request" of the City's Unified Land Development Regulations pertaining to "certified recovery residences". Senate Bill 954, codified as Chapter 2025-182 or Florida Statute 397.487 requires the adoption of an ordinance establishing application procedures for the owner of a "certified recovery residence" to request a reasonable accommodation from any local land use regulations. Approval of the proposed ordinance is subject to final review and approval of the City Attorney.

The following outlines the proposed amendments to Section 010-030:

Section 010-030 – Terms defined.

- The addition of definitions for "Community residential home", "Disability", and "Recovery Residence".

The following outlines the proposed amendments to Section 020-070:

Section 020-070 – Residential district schedule of permitted, conditional and prohibited use.

- Section 020-070(A):
 - The addition of "Recovery Residence – four (4) or fewer individuals (7)" with a specific use provision to the permitted, conditional and prohibited use table as a permitted use within the RS-5, RD-10, RM-10, RM-12, and RM-16 zoning districts.

- The addition of “Recovery Residence – five (5) or more individuals (8)” with a specific use provision to the permitted, conditional and prohibited use table as a prohibited use within the RS-5, RD-10, RM-10, RM-12, and RM-16 zoning districts.
- The addition of “Community Residential Home – six (6) or fewer individuals (9)” with specific use provision to the permitted, conditional and prohibited use table as a permitted use within the RS-5, RD-10, RM-10, RM-12, and RM-16 zoning districts.
- The addition of “Community Residential Home – between seven (7) and fourteen (14) individuals to the permitted, conditional and prohibited use table as a prohibited use within the RS-5, RD-10, RM-10, RM-12, and RM-16 zoning districts.
- Section 020—070(B) – Specific use provisions.
 - The addition of specific use provision “7” that states “Recovery Residences for up to four (4) individuals are permitted as of right in all residential districts. While not required to apply for a reasonable accommodation, these residences are invited to register with the City so that their addresses may be included in the City map of Recovery Residences for which distancing is required”.
 - The addition of specific use provision “8” that states “Recovery Residences for five (5) or more individuals are permitted in residential districts only upon approval of an application for reasonable accommodation, pursuant to Sec. 175-030. No Recovery Residence shall be located less than 660 feet from any other Recovery Residence. The Recovery Residence shall obtain certification pursuant to section 397.487, Florida Statutes, or obtain a charter from Oxford House, Inc., within 90 days of approval. The distance between Recovery Residences shall be measured from any property line on the lot of the proposed Recovery Residence to the nearest property line of a lot where an existing Recovery Residence is already established, measured by airline measurement”.
 - Residential Homes of six or fewer residents are only permitted in these zones, pursuant to section 419.001, Florida Statutes, as may be amended, provided that such homes are not located within a radius of 1,000 feet of another existing such home with six or fewer residents or within a radius of 1,200 feet of any other existing community residential home. The sponsoring agency of a proposed community residential home shall provide the City’s Community Development Services Director or designee with the most recently published data compiled from the licensing entities that identifies all community residential homes within the jurisdictional limits of the City of Wilton Manors demonstrating distance separation in order to show that the proposed home meets the distancing requirements of this section and of state law. At the time of home occupancy, the sponsoring agency must notify the City’s Community Development Services Director or designee that the home is licensed by the licensing entity”.

The following outlines the proposed amendments to Section 020-120:

Section 020-120 – Mixed-use and public/quasi district permitted, conditional and prohibited uses.

- Section 020-0120(A):
 - The addition of “Recovery Residence – four (4) or fewer individuals (7)” with a specific use provision to the permitted, conditional and prohibited use table as a permitted use within the R-O and the ROSC and a prohibited use within the CF and OS zoning districts.
 - The addition of “Recovery Residence – five (5) or more individuals (8)” with a specific use provision to the permitted, conditional and prohibited use table as a prohibited use within the R-O, CF, OS, and ROSC zoning districts.
 - The addition of “Community Residential Home – six (6) or fewer individuals (9)” with specific use provision to the permitted, conditional and prohibited use table as a

permitted use within the R-O and the ROSC and a prohibited use within the CF and OS zoning districts.

- The addition of “Community Residential Home – between seven (7) and fourteen (14) individuals to the permitted, conditional and prohibited use table as a prohibited use within the R-O, CF, OS, and ROSC zoning districts.
- Section 020—120(B) – Specific use provisions.
 - The addition of specific use provision “7” that states “Recovery Residences for up to four (4) individuals are permitted as of right in all residential districts. While not required to apply for a reasonable accommodation, these residences are invited to register with the City so that their addresses may be included in the City map of Recovery Residences for which distancing is required”.
 - The addition of specific use provision “8” that states “Recovery Residences for five (5) or more individuals are permitted in residential zones only upon approval of an application for reasonable accommodation, pursuant to Sec. 175-030, which shall include a requirement that the residence be located at least 660 feet from any other Recovery Residence, and also that the residence obtain certification pursuant to section 397.487, Florida Statutes, or obtain a charter from Oxford House, Inc., within 90 days of approval. The distance between Recovery Residences shall be measured from any property line on the lot of the proposed Recovery Residence to the nearest property line of a lot where an existing Recovery Residence is already established, measured by airline measurement”.
 - The addition of specific use provision “9” that states “Community Residential Homes of six (6) or fewer residents are only permitted in these zones, pursuant to section 419.001, Florida Statutes, as may be amended, provided that such homes are not located within a radius of 1,000 feet of another existing such home with six (6) or fewer residents or within a radius of 1,200 feet of any other existing community residential home. The sponsoring agency of a proposed community residential home shall provide the City’s Community Development Services Director or designee with the most recently published data compiled from the licensing entities that identifies all community residential homes within the jurisdictional limits of the City of Wilton Manors demonstrating distance separation in order to show that the proposed home meets the distancing requirements of this section and of state law. At the time of home occupancy, the sponsoring agency must notify the City’s Community Development Services Director or designee that the home is licensed by the licensing entity”

The following outlines the proposed amendments to Section 175-030:

Section 175-030 – Response to reasonable accommodation request.

- Section 175-030(B) – Add new language requiring application to be date stamped at time of filing, the City shall notify applicant in writing of any missing documents within thirty (30) days of the submission of the request, the applicant has thirty (30) days to respond to the City’s request for additional documentation, if the applicant fails to respond in the allocated time frame the application will be deemed abandoned, and notice of abandonment must be made in writing from the City to the applicant with specific reason for denial being the requested information was not provided to the City.
- Renumber remaining sections.
- Section 175-030(C) – Delete language related to additional time for a determination.
- Section 175-030(D) – Add new language that requires the City to provide a written Determination when denying an application which shall include specific, objective, evidence based reasons for the denial; shall identify any deficiencies or actions necessary for the

application to be considered; and if the final Determination is not issued with sixty (60) days after receipt of the completed application, and the parties have not agreed to an extension of time, the application is deemed approved.

- Section 175-030(E) – Add new section that requires a Recovery Residence for five (5) or more individuals applying for a reasonable accommodation to obtain certification under section 397.487, Florida Statutes or obtain an Oxford charter House, Inc., within 90 days of issuance of the approval for a reasonable accommodation. In addition, agree through Oxford to notify the City within ten (10) days if it fails to comply with the certification requirement within the first 90 days; or if after obtaining certification or charter, the Recovery Residence loses the certification or charter at any time; and any other conditions deemed reasonable by City staff.
- Section 175-030(F) – Add new section that indicates that the City may revoke a reasonable accommodation approval if the Recovery Residence is unable to obtain a certification or charter within 180 days or the City may revoke a reasonable accommodate if the Recovery Residence loses it certification or charter and is unable to recertify or re-charter within 180 days.

PLANNING AND ZONING BOARD - FEBRUARY 9, 2026

Motion made by Vice Chair Izquierdo, seconded by Board Member Proffitt, to approve. In a roll call vote, the motion passed 6-1 (Board Member Friedman dissenting).

CITY COMMISSION - MARCH 10, 2026

Commissioner D'Arminio made the motion to approve Ordinance 2026-006. Vice Mayor Caputo seconded the motion which was approved by unanimous roll call vote.

Due to a discrepancy with the most current version of the proposed ordinance, the proposed ordinance is required to be re-heard by the City Commission for First Reading.

CITY COMMISSION – March 24, 2026

Vice Mayor Caputo made the motion to approve Ordinance 2026-006. Commissioner D'Arminio seconded the motion. Motion passed 5-0.



Life's Just Better Here

DRAFT
MEETING MINUTES
PLANNING & ZONING BOARD
COMMISSION CHAMBERS
2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305
MONDAY, FEBRUARY 9, 2026 – 7:00 P.M.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

MEMBERS **ATTENDANCE**

Bill Desautels, Chair	P
Louis Izquierdo, Vice Chair	P
John Fomook	P
Karen Friedman	P
Scott McCoy	P
Justin Proffitt	P
Scott Reale	P
Chris Boylan, Alternate	P

Staff

- Wilton Manors City Commissioner Don D’Arminio
- Wilton Manors City Commissioner Paul Rolli
- Roberta Moore, Community Development Services Director
- Christian Cervantes, Assistant Director, Community Development Services
- Evy Kalus, City Planner
- Mike Cirullo, Assistant City Attorney
- Karen Cruitt, Recording Secretary, Prototype, Inc.

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

Roll was called and it was noted a quorum was present.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. APPROVAL OF MINUTES

a. January 12, 2026 Planning and Zoning Board Meeting Minutes

Motion made by Board Member Reale, seconded by Vice Chair Izquierdo, to approve the minutes from the January meeting. In a voice vote, the **motion** passed unanimously (7-0).

1 **5. PUBLIC COMMENTS**

2
3 At this time Chair Desautels opened public comment, which he closed upon receiving no
4 input.

5
6 Chair Desautels recognized that City Commissioners Don D’Arminio and Paul Rolli were
7 present at tonight’s meeting.

8
9 **6. PUBLIC HEARING**

10
11 **a. Amendments to Section 065-020, “General Application Processing**
12 **Requirements” and Section 080-020, “Applicability” of the City’s**
13 **Unified Land Development Regulations.**

14
15 City Planner Evy Kalus explained that the proposed amendments to the City’s Unified
16 Land Development Regulations (ULDR) are required in order to be consistent with new
17 Florida Law as stated in Chapter 2021-177, which took effect on October 1, 2025. Local
18 governments are required to specify the minimum information necessary for certain
19 development permit applications and revise time frames for the processing of applications
20 for these permits.

21
22 The proposed changes include but are not limited to:

- 23 • Time frame for acknowledging receipt of an application
24 • Notification of application deficiencies
25 • Applicant’s response and time frame regarding final action on applications

26
27 Chapter 25-21 of the Laws of Florida prohibits the assessment of impact fees when a
28 building replaces a previously existing building with no change in land use or increase in
29 demand for public facilities. The proposed changes include but are not limited to:

- 30 • Exemptions from obtaining or determining a level of service prior to the granting of
31 a development order or permit which includes the assessment of impact fees for
32 replacement structures or reconstruction

33
34 Board Member Friedman requested clarification of the impact fees currently charged by
35 the City. Planner Kalus replied that these fees include general government, park,
36 Police/Fire, water/sewer connections, and library.

37
38 Board Member Friedman asked if specific portions of the amendment’s proposed
39 language come directly from Florida Statutes. Planner Kalus advised that the language
40 is most likely not verbatim. Board Member Friedman addressed language in Section
41 B.5.b, which refers to demand on public facilities “due to a significant increase,” pointing
42 out that this phrase is not defined in the backup materials for the proposed amendment.

43
44 Planner Kalus confirmed that Staff would look into this further. Board Member Friedman
45 recommended that if this language is not taken verbatim from Florida Statutes, it should

1 be defined or clarified to indicate a specific threshold for when fees will or will not be
2 charged.

3
4 Board Member Friedman also addressed improvements in lieu of fees, asking how
5 transportation-related improvements in particular would be impacted by the proposed
6 amendment. Planner Kalus replied that Wilton Manors does not have transportation-
7 related impact fees, instead deferring these to Broward County transit or transportation
8 concurrency fees. It was further clarified that the City considers concurrency and capacity
9 issues to determine whether or not capacity must be expanded to allow for services. Most
10 capacity-related comments address sewer and water infrastructure, which are satisfied
11 through connection fees.

12
13 Board Member Fomook asked if any of the impact fees or creation of service levels are
14 considered sufficiently significant to constitute a burden or a gap in need of mitigation.
15 Planner Kalus replied that the amendment's proposed language clarifies that developers
16 are given credit for existing structures and would be charged for increments such as
17 intensity, size, or capacity. Assuming that the City is charging for an increase, there should
18 be no level of service issues, as they are capturing that level of service by assessing a
19 fee related to the increase in capacity.

20
21 Vice Chair Izquierdo asked if the difference between existing City policy and the proposed
22 amendment has been compared in terms of lost revenue for the City. Planner Kalus
23 replied that in most cases, the City already gave credit for existing structures, which would
24 not constitute a loss.

25
26 Board Member McCoy requested clarification of what City entity would be responsible for
27 denying an application if there was no agreement on an extension, expressing concern
28 that the policy could mean applications are automatically approved. He recommended
29 adjusting the amendment's language to address this possibility before the amendment is
30 transmitted to the City Commission for further discussion. Planner Kalus replied that Staff
31 would look into this further.

32
33 Assistant City Attorney Mike Cirullo stated that he understood the proposed language to
34 mean whatever entity acts as ultimate authority for a given application must make a
35 decision to deny it within the specified time frame. He recommended implementing the
36 amendments and monitoring them as they are followed to determine whether or not
37 additional action is needed. If this is the case, Staff will bring the item back before the
38 Board once again.

39
40 It was clarified that the language to which Board Member Friedman had referred earlier
41 was not taken verbatim from Florida Statutes, although the deadlines cited in the
42 proposed amendment were verbatim from the legislation.

1 There was additional discussion of how the term “significant increase” was perceived by
2 the Board members. Planner Kalus advised that Staff would consult with the City
3 Attorney’s Office to determine the extent to which they can define the term.
4

5 At this time Chair Desautels opened the public hearing, which he closed upon receiving
6 no input.
7

8 **Motion** made by Board Member Friedman, seconded by Board Member McCoy, to
9 approve the proposed language changes, with clarification on the verbiage related to
10 “significant increase.” In a roll call vote, the **motion** passed 7-0.
11

12 **b. Amendments to Section 010-030, “Terms Defined,” Section 020-070,**
13 **“Residential District Schedule of Permitted, Conditional and**
14 **Prohibited Use,” Section 020-120, “Mixed Use and Public/Quasi-Public**
15 **District Permitted, Conditional and Prohibited Uses,” and Section 175-**
16 **030, “Response to Reasonable Accommodation Request” of the City’s**
17 **Unified Land Development Regulations.**
18

19 Planner Kalus explained that the proposed Ordinance addresses Sections 010-030, 020-
20 070, 020-120, and 175-030 of the ULDR. The proposed amendments include but are not
21 limited to:

- 22 • Addition of definitions for community residential home, disability, and recovery
23 residence
- 24 • Changes to permitted, conditional, and prohibited use tables in Sections 020-070
25 and 020-120 of the ULDR
- 26 • Changes to specific provision tables below the permitted and prohibited use tables
- 27 • Changes to processing requirements in Section 170-030
28

29 The proposed amendments are required by Senate Bill (SB) 950.
30

31 Board Member Proffitt characterized this area of State Statutes as ever-evolving and
32 becoming more complicated in recent years. He commended the City for updating the
33 ULDR in order to ensure compliance.
34

35 Board Member Friedman addressed a portion of the amendments which states that the
36 City shall make every reasonable effort to accommodate a recovery residence, but may
37 revoke a reasonable accommodation under specific circumstances. She asked if it is
38 possible to change this from “may” to “shall,” assuming that this change is not
39 contradictory to state law. Planner Kalus replied that Staff would refer to the law’s
40 language to determine if the change is possible.
41

42 Chair Desautels asked if there are currently any registered certified recovery residences
43 in Wilton Manors. Planner Kalus replied that there is one such residence, which has the
44 required local business tax receipt (BTR).
45

1 Board Member Proffitt requested additional information on the implication of the
2 requested change from “may” to “shall,” particularly with respect to flexibility. He noted
3 that if the language is changed to “shall,” the City will need to revoke a reasonable
4 accommodation. Attorney Cirullo pointed out that “shall” makes the proposal mandatory,
5 which means there would be no discretion involved: should the business be unable to
6 secure its certification within the one hundred eighty (180) -day time frame, they would
7 lose the reasonable accommodation. He added that “may” provides for some discretion,
8 including the possibility of an extension.

9
10 Board Member Proffitt asked if “may” provides too much discretion under the law, also
11 noting that if the language is changed to any other word, it would remove the possibility
12 of any further discretion. The Board members also raised questions regarding the length
13 of time that discretion would apply, as well as the vulnerability of the City’s position if
14 discretion is applied in one case but not another.

15
16 Board Member McCoy requested clarification of the entity from which a recovery
17 residence would seek certification. Planner Kalus replied that there are volunteer
18 agencies recognized on the state’s website which provide licensing for the residences.
19 The state itself would not issue a license.

20
21 Board Member Proffitt requested input from Community Development Services Director
22 Roberta Moore on which of the two (2) language options would better serve her
23 responsibilities in this area. Director Moore replied that consideration of community
24 residences includes both a reasonable accommodation process and a requirement of that
25 residence to obtain a BTR from the City. When considering the revocation of a reasonable
26 accommodation for residences that did not obtain their license within the required time
27 frame, the City must also consider the revocation of the BTR as a separate process.

28
29 Director Moore continued that while the Community Development Services Director may
30 revoke a BTR, this is subject to City Commission appeal. The proposed language,
31 however, does not identify an appeal process. She recommended that this language be
32 more consistent. She also pointed out that the term “shall” is very definitive with little
33 flexibility. She concluded that if the recommendation of the change from “may” to “shall”
34 is part of the Board’s motion, additional conversation with the City Attorney’s Office and
35 City Administration will be necessary for greater clarity.

36
37 At this time Chair Desautels opened the public hearing, which he closed upon receiving
38 no input.

39
40 **Motion** made by Vice Chair Izquierdo, seconded by Board Member Proffitt, to approve.
41 In a roll call vote, the **motion** passed 6-1 (Board Member Friedman dissenting).

42
43 **c. Amendments to Section 150-250, “Synthetic turf” of the City’s Unified**
44 **Land Development Regulations.**
45

1 Planner Kalus stated that the proposed amendments to Section 150-250 are related to
2 the use of synthetic turf. These changes stem from state regulations which preempt the
3 regulation of synthetic turf on single-family properties less than one (1) acre in size. The
4 final Ordinance will be subject to review by the City Attorney's Office.

5
6 The proposed amendments state that while single-family homes would be required to
7 secure a building permit, it would be subject to the specific adopted state regulations
8 regarding synthetic turf. All other uses, including multi-family, mixed, and commercial use,
9 are specified in the proposed Ordinance with regard to the following:

- 10 • Coverage
- 11 • Setbacks
- 12 • Canal easements
- 13 • Prohibitions from locating artificial turf in swales or City rights-of-way
- 14 • Requirement of material to be made of 100% recycled material

15
16 Special regulations would apply to dog runs and putting greens. Landscaping plans
17 including these requirements must be signed and sealed. Single-family properties less
18 than one (1) acre in size would require a building permit, but would be subject to rules
19 adopted by the state.

20
21 Board Member Reale requested clarification of the source of the requirement to use 100%
22 recycled materials. Planner Kalus replied that this language is in the state's adopted rules;
23 the City also requires this condition for all non-single-family uses.

24
25 Board Member Proffitt asked if the rules addressing installation methods, design, material
26 uses, and more are generally consistent with the rules proposed by the state. Planner
27 Kalus explained that while there are some similarities, the state regulations are vague.
28 The rules allow municipalities to prohibit use of synthetic turf on City government-owned
29 properties. Most of the City regulations are based on suggestions from a consultant,
30 research conducted by Staff, suggestions from contractors within the community, and
31 more.

32
33 Board Member Proffitt asked if artificial turf is considered to be space, hardscape, or
34 impervious according to City Code. Planner Kalus stated that the material is required to
35 be permeable. It drains according to manufacturer specifications.

36
37 Board Member McCoy requested clarification of the term "sealed" in relation to landscape
38 plans. Planner Kalus replied that Code requires landscaping plans to be prepared by a
39 licensed landscape architect. The City requires that the submission of these plans be
40 signed and sealed by that architect.

41
42 Board Member McCoy also asked for more information on the requirement that edging
43 be placed one (1) foot from hedges and three (3) feet from trees and palms. Planner Kalus
44 explained that this was suggested by the City's consultant, as closer proximity to trees
45 can be detrimental to them.

1
2 Board Member Fomook commented that requiring 100% recycled material is a strict
3 requirement. Planner Kalus confirmed that manufacturing specifications for some artificial
4 turf meet this standard; during the permitting process, owners are required to provide
5 these manufacturing specifications.

6
7 Board Member Friedman referred to the City requirement that the backing of artificial turf
8 be permeable, asking why the City limits the percentage of plantable area if there is a
9 permeability requirement. Planner Kalus explained that artificial turf is intended to be
10 installed for use in conjunction with natural landscaping materials.

11
12 Board Member Friedman asked if a multi-family residential property would be able to
13 swap out sod landscaping with synthetic turf. Planner Kalus confirmed that if the property
14 meets coverage, setback, and landscaping requirements, they would be able to do so.
15 There is also a limit to the percentage of the property that can be covered by artificial turf.

16
17 Board Member Friedman requested clarification of restrictions on how landscaping can
18 be installed as part of an overall design that includes a concrete or brick paver driveway
19 or front walkway. Planner Kalus explained that this refers to concrete driveways that have
20 strips of turf.

21
22 Board Member Friedman also asked why government-owned properties were exempt
23 from the proposed Ordinance, pointing out that synthetic turf is used in some of the City's
24 parks; if it is used there, she was not certain why uses at other City properties would be
25 limited, particularly under drought conditions. She was in favor of permitting more
26 business owners to use synthetic turf to improve the appearances of their properties.

27
28 Board Member Friedman continued that she did not agree with requiring single-family
29 property owners to pull building permits to install artificial turf when they are not required
30 to pull a permit to install sod, which is more expensive and must be watered. Planner
31 Kalus advised that these comments would be taken into consideration by Staff before the
32 proposed amendments are advanced.

33
34 Chair Desautels asked if single-family requirements for artificial turf would be revisited
35 once the state has implemented its regulations. Planner Kalus explained that single-family
36 regulations are already part of the proposed Ordinance. The intent is that the regulations
37 adopted by the state will be built into the Ordinance, also applying to any future changes.

38
39 Board Member Fomook asked if there is any way to monitor the quality of installed
40 synthetic turf if no building permit is required for its installation. Planner Kalus replied that
41 the City would not be able to oversee the installation.

42
43 Chair Desautels noted a reference to recycled or non-recycled materials. Planner Kalus
44 stated that this was a suggestion from the City's consultant which allows more broad

1 interpretation of organic infill materials, such as cork, coconut husk, and more in addition
2 to sand and gravel.

3
4 Chair Desautels also requested more information on the distance that must be maintained
5 between artificial turf and trees, including whether or not this reference is intended to
6 apply at the time the tree matures. Planner Kalus advised that the language currently
7 refers to one (1) foot from trees or palms, with the assumption that this refers to full-grown
8 trees. It can be clarified to refer to mature trees.

9
10 Board Member McCoy identified a minor scrivener's error on p.206, line 27 of the draft
11 Ordinance: a space is needed following the parenthetical number.

12
13 Board Member Proffitt stated that he shared Board Member Friedman's concern
14 regarding the requirement of building permits for what he felt was a relatively simple issue.
15 He asserted that by implementing a statewide preemption, the Florida Legislature has
16 created regulations that mandate municipalities to approve certain materials as well as a
17 list of rules. He felt a building permit should be necessary in order for the City to ensure
18 that appropriate products are being installed; in addition, if no building permit is required,
19 there is no way for Code Compliance to determine whether or not a property is using the
20 correct products, such as recycled materials.

21
22 Board Member Proffitt continued that another concern is the creation of heat islands,
23 which can result if an entire yard is covered with synthetic turf. Even if the material is
24 permeable, it generates significant heat.

25
26 Board Member Proffitt asked how the new regulations will be enforced going forward.
27 Planner Kalus replied that if the property owner has already obtained a building permit for
28 synthetic turf and the product was inspected, they would be subject to the new regulations
29 if they change the turf in the future. If the material was installed without a building permit,
30 the owner will need to seek an after-the-fact permit.

31
32 At this time Chair Desautels opened the public hearing.

33
34 Adrienne Foland, 440 NE 23 Street, stated that she shared Board Member Proffitt's
35 concerns, recalling that she had secured permits before installing pervious and pet-
36 friendly turf on her property. The permitting process had been rigorous and resulted in the
37 installation of a satisfactory product. She recommended requiring permits for installation
38 of artificial turf.

39
40 With no other individuals wishing to speak at this time, Chair Desautels closed the public
41 hearing.

42
43 **Motion** made by Board Member Proffitt, seconded by Board Member Reale, to approve
44 the artificial turf Ordinance as written. In a roll call vote, the **motion** passed 6-1 (Board
45 Member Friedman dissenting).

1
2
3
4
5
6
7
8
9
10
11

7. STAFF COMMENTS

Director Moore thanked the Board members for their discussion and feedback, and encouraged similar interaction as the City's Code rewrite progresses.

8. ADJOURNMENT

The meeting was adjourned at 8:02 p.m.

NEXT MEETING DATE: March 9, 2026

DRAFT



City of Wilton Manors
Business Impact Estimate

Note: The business impact estimate must be posted on the City's website no later than the date the notice of proposed enactment is published per Section 166.041(4) Florida Statutes. This business impact estimate may be revised following its initial posting.

Ordinance title/reference:

Does any of the following exceptions to the Business Impact Estimate requirement apply? If so, check the applicable box and leave the remainder of the form blank.

- The ordinance is required for compliance with federal or state law or regulation;
- The ordinance relates to the issuance or refinancing of debt;
- The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the County;
- The ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046, regarding community development districts;
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.

Business Impact:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Wilton Manors (each is required):
 - 2.1 An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted

 - 2.2 Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible

 - 2.3 An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information (if any):



Life's Just Better Here

Amendments to Section 010-030, “Terms Defined”, Section 020-070, “Residential District Schedule of Permitted”, Conditional and Prohibited Use”, Section 020-120, “Mixed-Use and Public/Quasi-Public District Permitted, Conditional and Prohibited Uses”, and Section 175-030, “Response to Reasonable Accommodation Request” of the City’s Unified Land Development Regulations.

April 14, 2026

City Commission

Proposed Reasonable Accommodation Amendments

- All proposed changes to the City’s Unified Land Development Regulations (ULDRs) proposed with this agenda item are related to reasonable accommodations.
- Senate Bill 954, codified as Chapter 2025-182 or Florida Statute 397.487 requires the adoption of an ordinance establishing application procedures for the owner of a “certified recovery residence” to request a reasonable accommodation from any local land use regulations.
- The amendments proposed include but not limited to the addition of definitions for community residential home, disability, and recovery residence; changes to permitted, conditional and prohibited use tables in Section 020-070 and Section 020-120 of the City’s ULDRs with specific provisions; and processing requirements and revocation procedures for reasonable accommodations in Section 175-030 of the City’s ULDRs required by Senate Bill 954.



Planning and Zoning Board

- The proposed ordinance was heard by the Planning and Zoning Board on February 9, 2026.
- A motion was made by Vice Chair Izquierdo, seconded by Board Member Proffitt, to approve.
- In a roll call vote, the motion passed 6-1 (Board Member Friedman dissenting).



- The request was heard by the City Commission for First Reading on March 10, 2026.
- Commissioner D'Arminio made the motion to approve Ordinance 2026-006. Vice Mayor Caputo seconded the motion which was approved by unanimous roll call vote.
- Due to a discrepancy with the most current version of the proposed ordinance, the proposed ordinance is required to be re-heard by the City Commission for First Reading.
- At the March 24, 2026, City Commission Meeting, Vice Mayor Caputo made a motion to approved Ordinance 2026-006 and Commissioner D'Arminio seconded the motion. Motion passed 5-0.



THANK YOU
FOR YOUR SERVICE
TO THE
ISLAND CITY



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From: Roberta Moore, Community Development Services Director

Prepared by: Roberta Moore, Community Development Services Director

- (a) **Subject:** Ordinance No. 2026-007: (Community Development Services) (Police) (First Reading)
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, AMENDING CHAPTER 4 OF THE CITY CODE, ENTITLED "ANIMALS," SECTIONS 4-14 "DANGEROUS DOGS," 4-15 "DANGEROUS DOG PENALTIES," AND 4-16 "RESPONSIBILITIES;" AND 4-21 "ENFORCEMENT; FINES FOR VIOLATION"; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
- (b) **City Manager Recommendation:** Approval of Ordinance No. 2026-007 on First Reading amending Chapter 4 of the City of Wilton Manors Code of Ordinances relating to dangerous dog regulations.
- (c) **Report In Brief:** Proposed amendments to Chapter 4, "Animals" of the City of Wilton Manors Code of Ordinances related to dangerous dogs.
- (d) **Discussion:** The Pam Rock Act was passed by the Florida Legislature amending Chapter 767, Florida Statutes, effective on July 1, 2025, governs the City's actions in response to an incident involving a dangerous dog. Based upon changes in the Florida Legislature, the City determined amendments were necessary to be made in Chapter 4 of the City's Code of Ordinances governing dangerous dogs regulations. Ordinance No. 2026-007, amends definitions, initial determination requirements; penalties; responsibilities and fines.
- (e) **Strategic Plan Consistency:** Goal C. Enhance Quality of Life and Livability. Objective 3. Promote the Public Health and Welfare of City Residents.
- (f) **Concurrences:**
- (g) **Fiscal Impact:**
- (h) **Alternatives:**

- (i) **Attachments:**
1. 2026-007 ORD Code Rewrite Chapter 4 - Dangerous Dogs
 2. Chapter 4 Animals Memo 4.07.2026
 3. Chapter 4 Animals Presentation 4.14.2026
 4. Fiscal Impact Analysis - Chapter 4 Animals (Ord. 2026-007) (GB146-040826)

1 **Sec. 4-14. Dangerous dogs.**

2 (a) *Definitions.* The following terms shall have the same meaning as F.S. § 767.11, as may be
3 amended from time to time:

4 (1) *Dangerous dogs* means any dog that, according to the City records or other animal
5 control or law enforcement authority:

6 ...

7 d. ~~*Exception.* No dog shall be defined as a dangerous dog if it has bitten a person~~
8 ~~while the dog was on the property of its owner and if the dog was acting under the~~
9 ~~direction and control of its owner or if the person bitten is subsequently found to~~
10 ~~have been in the act of committing either a misdemeanor or a felony.~~

11 ...

12 (5) *Animal Control Authority* means ~~an entity acting alone or in concert with other local~~
13 ~~governmental units the City of Wilton Manors, acting alone or in concert with Broward~~
14 ~~County, and authorized by them to enforce the animal control laws of the City,~~
15 ~~Broward County, or the state. In those areas not served by an Animal Control~~
16 ~~Authority, the sheriff shall carry out the duties of the Animal Control Authority under~~
17 ~~this Section.~~

18 ...

19 (b) *Dangerous dog investigation and procedures.*

20 ...

21 (2) *Initial determination.* Upon completing its investigation, the Animal Control Authority
22 shall make an initial determination as to whether there is sufficient cause to classify the
23 dog as dangerous and notify the owner of the requirements and penalties provided by
24 the City Code.

25 c. A dog may not be declared dangerous if: the person who was bitten was
26 unlawfully on the property of the dog's owner or while lawfully on the property of
27 the dog's owner, was tormenting, abusing or assaulting the dog, its owner, a
28 family member, or if the dog was protecting or defending a human being from an
29 unjustified attack or assault.

30 ...

31
32 (5) *Confinement of dog pending investigation, hearing, and appeal.*

33 a. A dog that is the subject of a dangerous dog investigation ~~because of severe injury~~
34 ~~or the death to of and that has killed~~ a human being may or has bitten a human
35 being and left a bite mark that scores 5 or higher on the Dunbar bite scale must be
36 immediately confiscated by the City Animal Control Authority to be placed in
37 quarantine, if necessary, for the proper length of time, or impounded and held for
38 10 business days after the owner is given written notification. If the owner

1 requests a hearing during the 10 business days, ~~t~~The dog ~~may~~ must be held
2 pending the outcome of the investigation and any hearings or appeals related to
3 the dangerous dog classification or any provisions imposed pursuant to this
4 Section. ~~If the dog is to be destroyed, the dog may not be destroyed while the n~~
5 appeal is pending. The owner is responsible for payment of all boarding costs and
6 other fees as may be required to humanely and safely keep the dog pending any
7 hearing or appeal.

8 1. If a dog that has killed a human being or has bitten a human being and left a
9 bite mark that scores 5 or higher on the Dunbar bite scale, is surrendered by the
10 owner to the animal control authority during or after the investigation, the
11 authority must humanely euthanize the dog.

12 2. A dog that is the subject of any other dangerous dog investigation may be
13 immediately confiscated by an animal control authority; placed in quarantine, if
14 necessary; impounded and held pending the outcome of the investigation.

- 15 b. If the owner of the dog is allowed to maintain possession of the dog, the owner
16 must keep the dog in a humane and safe manner in a ~~securely fenced or enclosed~~
17 ~~area~~ proper enclosure from which the dog may not escape during the dangerous
18 dog investigation and during the pendency of subsequent hearing or appeal. The
19 dog must be muzzled, leashed, and under the control of a person capable of
20 controlling the dog whenever the dog is not within such securely fenced or
21 enclosed area to prevent it from coming into contact with any person or domestic
22 animal other than a person or domestic animal in the immediate household of the
23 owner. The owner shall provide to the Chief of Police or designee the address
24 where the dog is kept. No dog that is the subject of a dangerous dog investigation
25 or that is to be destroyed may be relocated, nor may ownership of the dog be
26 transferred, pending the outcome of an investigation or any hearing or appeal
27 related to the determination of a dangerous dog classification or any proposed
28 provisions imposed pursuant to this Section.

29 ...

30 **Sec. 4-15. Dangerous dog penalties.**

31 (a) The owner of a dog classified as a dangerous dog shall:

- 32 (1) ~~Within fourteen (14) days after~~ Upon issuance of the final order classifying the dog as
33 dangerous or the conclusion of any appeal that affirms such final order, obtain a
34 certificate of registration for the dog from the City's Police Department, and renew the
35 certificate annually provided the owner of the animals presents sufficient evidence of
36 all of the following:

37 ...

- 38 c. Permanent identification of the dog, such as an electronic by implantation of a
39 microchip.

40 ...

1 e. Proof the dog has been spayed or neutered.

2 (2) Immediately notify the Police Department when the dog:

3 a. Is loose or unconfined.

4 b. Has bitten a human being or attacked another animal.

5 c. Is sold, given away, is moved to another address, or dies.

6 1. Before a dangerous dog is sold, moved to another address, or is given away,
7 the owner shall provide the name, address, and telephone number of the new
8 owner to the ~~Animal Control Authority~~Police Department.

9 2. The new owner must comply with all of the requirements of this Section and
10 ~~implementing local ordinances~~ state law, even if the animal is moved from
11 one local jurisdiction to another within the state. The animal control officer
12 must be notified by the owner of a dog classified as dangerous that the dog is
13 in their jurisdiction.

14 (3) Not permit the dog to be outside a proper enclosure unless the dog is muzzled and
15 restrained by a substantial chain or leash and under control of a competent person. The
16 muzzle must be made in a manner that will not cause injury to the dog or interfere with
17 its vision or respiration but will prevent it from biting a person or animal. The owner
18 may exercise the dog on the owner's property in a securely fenced or enclosed area that
19 ~~does not have a top proper enclosure~~ without a muzzle or leash, if the dog remains
20 within their sight and only members of the immediate household or persons eighteen
21 (18) years of age or older are allowed in the enclosure when the dog is present. When
22 being transported, such dogs must be safely and securely restrained within a vehicle.

23 (b) If a dog ~~is~~ classified as a dangerous dog due to an incident that ~~causes~~ did not cause severe
24 injury or death to a human being, ~~based upon the nature and circumstances of the injury and~~
25 ~~the likelihood of a future threat to the public safety, health, and welfare, the dog may be~~
26 ~~destroyed in an expeditious and humane manner.~~ is surrendered to Broward County, the
27 County may humanely euthanize the dog. If the County elects to place the animal for
28 adoption, it must post signage on the dog's enclosure to inform potential adopters that the
29 dog has been declared dangerous and inform any adopter of the dog owner's requirements
30 under this section. The County must provide a person who adopts a dangerous dog with a
31 copy of the declaration and must require them to sign a contract with the authority agreeing
32 to abide by the requirements of the declaration.

33 ...

34

35 (f) If a dog that has previously been declared dangerous bites a human being or domestic
36 animal without provocation, the City must immediately contact Broward County to
37 respond and confiscate the dog; place the dog in quarantine for the proper length of time,
38 if necessary; hold the dog for ten (10) business days after the owner is given written
39 notification; and thereafter euthanize the dog in an expeditious and humane manner.

40

1 (g) The owner may request a hearing within the ten (10) days and shall be responsible for all
2 boarding costs to humanely and safely keep the dog pending the hearing.

3 **Sec. 4-16. Responsibilities of owners of dangerous dogs.**

4 The owner or keeper, if other than the owner, of a dangerous dog shall:

5 (1) Ensure that the dog, while on the owner's property, is securely confined indoors. At
6 any time that a dangerous dog is not so confined, the dog shall be muzzled and
7 restrained in such a manner as to prevent it from biting or injuring any person or
8 animal, and kept on a substantial chain or leash by a person able to exercise control
9 over the dog. The muzzle must be made in a manner that will not cause injury to the
10 dog or interfere with its vision or respiration but will prevent it from biting any person
11 or animal. However, the foregoing requirements of this subsection do not apply:

12 a. When the dog is being transported within the cab or passenger portion of any
13 motor vehicle, provided the vehicle has a roof, and the dog cannot escape through
14 an open window.

15 b. When the owner is exercising the dog in a securely fenced or enclosed area that
16 does not have a top, provided that the dog remains within the owner's sight and
17 only members of the immediate household or persons eighteen (18) years of age
18 or older are allowed in the enclosed or fenced area when the dog is present.

19 ~~(2)e.~~ Notify the City immediately if the owner believes that the dangerous dog has been
20 stolen. The owner must, concurrently with that notification, report the theft to the
21 appropriate local law enforcement authority and provide the official police report
22 to the City.

23 ~~(3)d.~~ Notify the City immediately if the owner moves to another address with the
24 dangerous dog, which notification shall identify such address.

25 ~~(4)e.~~ The owner of a dangerous dog may surrender the dangerous dog to Broward
26 County if the owner is unable or unwilling to comply with the requirements of this
27 Chapter.

28 ~~(5)f.~~ The Sections of this Chapter related to dangerous dogs shall not apply to dogs
29 owned and used by a law enforcement agency.

30
31 ...

32 **Sec. 4-21. Enforcement; fines for violation.**

33 (a) The officers of the City's Police Department, as well as the City's Code Compliance
34 officers, shall enforce the provisions of this Chapter. Any person who fails to pay the below
35 described civil fine within the time allowed or who fails to appear, whether in court, before
36 the City's Special Magistrate, to contest the violation shall be deemed to have waived the
37 right to contest the violation, and judgement may be entered against the person for an

1 amount not to exceed ~~five hundred~~ one thousand dollars (~~\$500.00~~ \$1,000.00), plus court
2 costs, administrative costs, and attorneys' fees, if applicable.

3 ...
4

5 **Section 3: Codification.** It is the intention of the City Commission of the City
6 of Wilton Manors, and it is hereby ordained that the provisions of this Ordinance shall become and
7 be made a part of the Code and Ordinances of the City of Wilton Manors, Florida, and that Sections
8 of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to
9 "Section," "Article," or such other word or phrase in order to accomplish such intention.

10 **Section 4: Severability.** If any clause, section, or other part of this Ordinance
11 shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such
12 unconstitutional or invalid part shall be considered as eliminated and in no way affecting the
13 validity of the other provisions of this Ordinance.

14 **Section 5: Conflicts.** That all Ordinances or parts of Ordinances, Resolutions, or
15 parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

16 **Section 6. Effective Date.** Except as otherwise provided for herein, this
17 Ordinance shall take effect immediately upon adoption.

18
19 THE REMAINDER OF THIS PAGE HAS
20 BEEN INTENTIONALLY LEFT BLANK.
21

1 PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF WILTON
2 MANORS, FLORIDA, THIS ____ DAY OF APRIL, 2026.

3
4 PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY
5 COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA THIS ____ DAY OF
6 _____, 2026.

7
8 CITY OF WILTON MANORS, FLORIDA

9
10
11 By: _____

12 SCOTT NEWTON, MAYOR

13
14 ATTEST: RECORD OF COMMISSION VOTE: 1ST
15 Reading

16
17 _____ MAYOR NEWTON _____
18 ELIZABETH BECKFORD, MMC VICE MAYOR CAPUTO _____
19 CITY CLERK COMMISSIONER BRACCHI _____
20 COMMISSIONER D'ARMINIO _____
21 COMMISSIONER ROLLI _____

22 I HEREBY CERTIFY that I have
23 approved the form of this Ordinance.

24
25 /s/ Kerry L. Ezrol
26 KERRY L. EZROL, ESQ.
27 CITY ATTORNEY

28 RECORD OF COMMISSION VOTE: 2ND
29 Reading

30
31 MAYOR NEWTON _____
32 VICE MAYOR CAPUTO _____
33 COMMISSIONER BRACCHI _____
34 COMMISSIONER D'ARMINIO _____
35 COMMISSIONER ROLLI _____
36



Life's Just Better Here

MEMORANDUM

TO: Mayor, Vice Mayor and City Commissioners

THRU: Leigh Ann Henderson, City Manager

FROM: Roberta Moore, Community Development Services Director

CC: Gary Blocker, Chief of Police

DATE: April 7, 2026

RE: Proposed amendments to Chapter 4 entitled "Animals" of the City of Wilton Manors Code of Ordinances

Chapter 4 of the City's Code of Ordinances provides for regulations relating to animals within the City of Wilton Manors. Ordinance No. 2026-007 provides for amendments to Chapter 4 pertaining to dangerous dogs.

The following amendments are proposed:

Section 4-14 Dangerous dogs

- Amend definition of "dangerous dogs" and "Animal Control Authority".
- Add language that clarifies when a dog may not be declared dangerous.
- Amend confinement of dog pending investigation, hearing, and appeal if the dog has killed a human or has bitten a human and left a bite mark that scores 5 or higher on the Dunbar bite scale.

Section 4-15 Dangerous Dog Penalties

- Clarifies penalties of a dog classified as a dangerous dog including notification to the Police Department.
- Amend language where the dog classified as a dangerous dog due to an incident that did not cause severe injury or death to a human.

Section 4-16 Responsibilities of Owners of Dangerous Dogs

- Renumber Section.

Section 4-21 Enforcement; fines for violation.

- Amend fine for violation from five hundred dollars (\$500.00) to one thousand dollars (\$1,000.00).



Life's Just Better Here

Amendments to Chapter 4, “Animals” of the City’s Code of Ordinances pertaining to Dangerous Dogs

April 14, 2026

City Commission

Background

- The Pam Rock Act was passed by the Florida Legislature amending Chapter 767, Florida Statutes, effective on July 1, 2025, governs the City's actions in response to an incident involving a dangerous dog. Based upon changes in Florida Legislature, the City determined amendments were necessary to be made in Chapter 4 of the City's Code of Ordinances governing dangerous dogs regulations.



Proposed Amendments to Chapter 4

- Section 4-14 Dangerous dogs
 - Amend definition of “dangerous dogs” and “Animal Control Authority”.
 - Add language that clarifies when a dog may not be declared dangerous.
 - Amend confinement of dog pending investigation, hearing, and appeal if the dog has killed a human or has bitten a human and left a bite mark that scores 5 or higher on the Dunbar bite scale.
- Section 4-15 Dangerous Dog Penalties
 - Clarifies penalties of a dog classified as a dangerous dog including notification to the Police Department.
 - Amend language where the dog classified as a dangerous dog due to an incident that did not cause severe injury or death to a human.
- Section 4-16 Responsibilities of Owners of Dangerous Dogs
 - Renumber Section.
- Section 4-21 Enforcement; fines for violation.
 - Amend fine for violation from five hundred dollars (\$500.00) to one thousand dollars (\$1,000.00).



THANK YOU
FOR YOUR SERVICE
TO THE
ISLAND CITY



City of Wilton Manors
Business Impact Estimate

Note: The business impact estimate must be posted on the City's website no later than the date the notice of proposed enactment is published per Section 166.041(4) Florida Statutes. This business impact estimate may be revised following its initial posting.

Ordinance title/reference:

Amendments to Chapter 4 of the City Code of Ordinances entitled "Animals" relating to dangerous dogs; dangerous dog penalties; and responsibilities.

Does any of the following exceptions to the Business Impact Estimate requirement apply? If so, check the applicable box and leave the remainder of the form blank.

- The ordinance is required for compliance with federal or state law or regulation;
- The ordinance relates to the issuance or refinancing of debt;
- The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the County;
- The ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046, regarding community development districts;
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.

Business Impact:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance amends Chapter 4 of the City Code related to dangerous dogs to align with recent changes in Florida Statutes (Pam Rock Act). The ordinance updates definitions, investigation procedures, confinement requirements, penalties, and owner responsibilities. It enhances public safety by establishing clearer enforcement authority, including coordination with law enforcement and Broward County Animal Control. The public purpose of this ordinance is to protect the health, safety, and welfare of residents by reducing the risk of dangerous dog incidents and ensuring proper accountability for dog owners.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Wilton Manors (each is required):

The regulations primarily apply to individual dog owners rather than businesses. However, a business/property owner may be held accountable if found in violation of this ordinance. Fines for violations: 1st Violation - \$250.00; 2nd violation - \$500.00; Irreparable/Irreversible - Up to \$5,000.00. Administrative costs of \$225.00 will apply if found in violation.

2.1 An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted

There are no projected compliance costs to be incurred by businesses, unless a business/property owner is found in violation of this ordinance. Fines for violations: 1st Violation - \$250.00; 2nd violation - \$500.00; Irreparable/Irreversible - Up to \$5,000.00. Administrative costs of \$225.00 will apply if found in violation.

2.2 Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible

N/A

2.3 An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

N/A

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Zero, unless a business/property owner is found in violation of the ordinance.

4. Additional information (if any):



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From: Darren Brodsky, Assistant Chief of Police

Prepared by: Laurel Sheley

- (a) **Subject: Resolution No. 2026-021: (Police)**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE ADDENDUM AND MVB3X MODULAR VEHICLE BARRIER SYSTEM PRICE QUOTE WITH ADVANCED SECURITY TECHNOLOGIES LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- (b) **City Manager Recommendation:** Recommend Approval
- (c) **Report In Brief:** Approval of Resolution No. 2026-021 approves the terms and conditions of the Vehicle Barrier System Price Quote from Advanced Security Technologies LLC and also waives competitive procurement requirements.
- (d) **Discussion:**

The City of Wilton Manors hosts numerous mass gathering events throughout the year, including its signature events, the Stonewall Pride Festival and Parade and the Wicked Manors Halloween Festival, which attract approximately 35,000 to 50,000 attendees. In addition, the City supports a variety of other community events, such as the Farmer's Market, Flea Market, Car Show, and Rock the Block, collectively serving more than 90,000 participants annually.

To enhance public safety and mitigate risks associated with both accidental and intentional vehicular intrusion, the Police Department is proposing a phased acquisition of U.S. Department of Homeland Security (DHS) "SAFETY Act Designated Modular Vehicle Barrier System (MVB3X), Certified to ASTM F2656-15 and related standards. These systems are designed to stop high-impact vehicle threats, including semi-tractor trailers, and are widely used nationwide to secure large public events.

The proposed system includes a 72-unit modular barrier package with a dedicated transport trailer, allowing for rapid deployment and flexible configuration across various roadway widths. The barriers are lightweight, foldable, and can be deployed or repositioned by a single operator without tools. Additional features include quick lane access, multi-terrain capability, integrated

gate functionality, high-visibility lighting, and zero maintenance requirements.

Currently, the City has relied on the Broward Sheriff's Office (BSO) for access to a limited number of barrier systems; however, future use will be subject to availability and setup fees.

Approval of this item will significantly improve the safety of residents, visitors, City staff, and law enforcement personnel during large-scale public gatherings.

The cost for one fully equipped system, including trailer and accessories, is \$198,458. Based on current event participation, this equates to approximately \$2.20 per attendee. A multi-year approach is proposed to expand coverage and enhance protection across City events.

(e) Strategic Plan Consistency:

(f) Concurrences: Finance Department

(g) Fiscal Impact: The cost for one fully equipped system, including trailer and accessories, is \$198,458 and is funded by the Mobility Fund FY26 budget.

(h) Alternatives:

(i) Attachments:

1. 2026-021 RESO Approving Vehicle Barrier System Quote from Advanced Security Technologies (AST)
2. Addendum to AST Price Quote - Notarized
3. Requisition 26-0333
4. AST Recommended Proposal Memorandum_4.14.26
5. COI

1
2
3
4
5
6
7
8
9
10
11
12

RESOLUTION NO. 2026-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF WILTON MANORS TO EXECUTE THE ADDENDUM AND MVB3X MODULAR VEHICLE BARRIER SYSTEM PRICE QUOTE WITH ADVANCED SECURITY TECHNOLOGIES LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

13 **WHEREAS**, the City desires to procure anti-vehicle barrier system for the
14 Wilton Manors Police Department as more particularly described in Advanced Security
15 Technologies LLC’s (“AST”) MVB3X Modular Vehicle Barrier System Price Quote
16 (“Quote”); and,

17 **WHEREAS**, the City desires to procure the needed services from AST due to the
18 results of staff’s due diligence demonstrating that AST submitted the lowest cost and
19 most advantageous proposal, and that pricing was validated through comparison with
20 multiple vendors offering similar products, such that conducting a formal solicitation
21 would not likely yield a more favorable outcome for the City; and,

22 **WHEREAS**, the City Commission found (by a four-fifths vote) that it is not in
23 the best interests of the City to competitively bid this agreement, to the extent required,
24 and pursuant to Section 2-58 (d) (2)(h) of the Code of Ordinances of the City of Wilton
25 Manors approved a competitive procurement exemption for the Addendum to the Quote
26 and Quote; and

27 **WHEREAS**, pursuant to the City’s Procurement Code, purchases are exempt
28 from competitive procurement “when the City Commission declares by a four-fifths ($\frac{4}{5}$)
29 affirmative vote that the process of competitive bidding and competitive proposals is not
in the best interest of the City. The City Commission shall make specific factual findings

1 that support its determination, and such contracts shall not be placed on the City
2 Commission consent agenda.”; and,

3 **WHEREAS**, the City Commission of the City of Wilton Manors, Florida, finds
4 that the process of competitive bidding and competitive proposals is not in the best
5 interest of the City and deems it to be in the best interests of the residents and citizens of
6 Wilton Manors to execute the Addendum to the Quote and Quote; and,

7 **WHEREAS**, the City Commission of the City of Wilton Manors deems it in the
8 best interests of the public to execute the Addendum and MVB3X Modular Vehicle Barrier
9 System Price Quote with Advanced Security Technologies LLC.

10 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF**
11 **THE CITY OF WILTON MANORS, FLORIDA, THAT:**

12 **Section 1.** The “WHEREAS” clauses set forth above are true and correct and
13 incorporated herein by this reference.

14 **Section 2.** The City Commission of the City of Wilton Manors hereby approves the
15 terms and conditions of the Addendum and MVB3X Modular Vehicle Barrier System Price
16 Quote with Advanced Security Technologies LLC; said Addendum and MVB3X Modular
17 Vehicle Barrier System Price Quote having been submitted for consideration to the City
18 Commission in written form.

19 **Section 3.** The proper City Officials of the City of Wilton Manors are hereby
20 authorized and directed to execute said Addendum and MVB3X Modular Vehicle Barrier
21 System Price Quote.

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

ADDENDUM TO PRICE QUOTE

THIS ADDENDUM (“Addendum”), is dated _____, 2026, and is entered into by and between:

THE CITY OF WILTON MANORS, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY,"

and

ADVANCED SECURITY TECHNOLOGIES LLC, a Limited Liability Company registered in the State of New Jersey with a principal address of 47 Trautwein Cres, Closter, NJ, 07624 (“VENDOR”).

The CITY and VENDOR shall be collectively referred to herein as the “Parties” and individually as a “Party.”

WHEREAS, the CITY desires to utilize the services of VENDOR for a modular vehicle barrier system, as more particularly described in VENDOR’s MVB3X Modular Vehicle Barrier System Price Quote, attached hereto as **Exhibit “A”**, (referred to herein as “Agreement”); and,

WHEREAS, CITY Code of Ordinances §2-58(d)(2)(h), provides in part that purchases of, and contracts for, commodities or services are exempt from this Section of the Code when the City Commission declares by a four-fifths ($\frac{4}{5}$) affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the City are exempt from the CITY’s competitive bidding requirements; and,

WHEREAS, the CITY desires to procure the needed services from VENDOR due to the results of staff’s due diligence demonstrating that VENDOR submitted the lowest cost and most advantageous proposal, and that pricing was validated through comparison with multiple vendors offering similar products, such that conducting a formal solicitation would not likely yield a more favorable outcome for the CITY; and,

WHEREAS, the Parties wish to incorporate and supplement the requirements set forth in the Agreement with the terms and conditions set forth herein; and,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not

be invoiced for the same. Upon request CITY will provide VENDOR with proof of tax-exempt status.

2. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
3. **Indemnification.**
 - 3.1. VENDOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of VENDOR, its agents, servants or employees in the performance under this Agreement, and for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by VENDOR pursuant to this Agreement.
 - 3.2. VENDOR shall indemnify and save harmless and defend the CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. VENDOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by VENDOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.
4. **Public Records.** VENDOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, VENDOR shall:
 - 4.1. Keep and maintain public records required by the CITY in order to perform the service;
 - 4.2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - 4.3. 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 VENDOR does not transfer the records to the CITY; and
 - 4.4. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the VENDOR, or keep and maintain public records required by the CITY to perform the service. If the VENDOR transfers all public records to the CITY upon completion of the contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

directly pertinent to payments made pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.

7. **Compliance with Laws.** VENDOR hereby warrants and agrees, that at all times material to the Agreement, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of the Agreement
8. **Equal Opportunity.** VENDOR shall comply with the provisions of Sections 2-58(v), 2- 59(b) and 2-60 of the Wilton Manors Code of Ordinances. VENDOR shall require that all subcontractors comply with Section 2-59(b) of the Wilton Manors Code of Ordinances. VENDOR shall comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any CITY employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.
9. **Domestic Partnership Benefits.** VENDOR shall comply with the provisions of Section 2-58(v) of the Wilton Manors Code of Ordinances which establishes a Domestic Partner Benefits Requirement.
10. **Sovereign Immunity.** Nothing contained the Agreement, nor contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
11. **Scrutinized Companies.** VENDOR, its principals or owners, certify that they do not Participate in a boycott of Israel, are not listed on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 11.1. \$100,000.00 or more if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 11.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 11.2.1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to §215.473, Florida Statutes; or

11.2.2. Is engaged in business operations in Cuba or Syria.

12. **Compliance with Foreign Entity Laws.** The undersigned, on behalf of the VENDOR, hereby attests under penalty of perjury as follows:

- 12.1. VENDOR is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- 12.2. The government of a foreign country of concern does not have a controlling interest in VENDOR.
- 12.3. VENDOR is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- 12.4. VENDOR is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- 12.5. VENDOR is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- 12.6. VENDOR is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- 12.7. VENDOR is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

13. **Employment Eligibility.** VENDOR certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) VENDOR and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the VENDOR or subcontractor.
- (b) If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The VENDOR shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 1. If the CITY, VENDOR, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 2. If the CITY has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the CITY terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by the CITY as a result of the termination of a contract.

(d) The CITY, VENDOR, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

14. **Compliance with Anti-Human Trafficking Laws.** In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the VENDOR, hereby attests under penalty of perjury as follows:

14.1. The VENDOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

15. **Public Entity Crime Act.** VENDOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, VENDOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether VENDOR has been placed on the convicted vendor list.

16. **Attorneys' Fees.** In connection with any litigation arising out of this Agreement, any litigation to enforce the provisions of this Agreement, or any default of the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of collection including, without limitation, reasonable attorneys' fees, paralegal fees, court costs, and expenses, including through the conclusion of any appellate proceedings.

17. **Insurance.** The VENDOR shall not commence services under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY Manager nor shall VENDOR allow any Subcontractor to commence services on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

17.1. Certificates of insurance, reflecting evidence of the required insurance and naming the CITY as an additional insured, shall be filed with the Human Resources & Risk Management Director prior to the commencement of the services. Except with regard to Cyber Liability, these Certificates shall contain a provision that coverage afforded under these policies will not be canceled without giving at least thirty days (30) prior written

notice, or such other notice as is required in the policy, to the CITY. Additionally, in the event VENDOR receives notice of cancellation from its insurance company, VENDOR shall deliver a copy of such notice to CITY within a reasonable time after receipt of such notice of cancellation, not to exceed ten (10) days. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Notices to be filed shall be sent to: City of Wilton Manors, 2020 Wilton Drive, Wilton Manors, Florida 33305 Attn: Human Resources & Risk Management Director.

17.2. Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

17.3. Insurance shall be in force during the Term of the Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, VENDOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. VENDOR shall not continue to services pursuant to this Agreement unless all required insurance remains in full force and effect.

17.4. REQUIRED INSURANCE

17.4.1. COMMERCIAL GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Commercial General Liability
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000
 - 3. Personal & Advertising Injury Limit \$1,000,000

17.4.2. WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any services is sublet, VENDOR shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by VENDOR. VENDOR and his/its subcontractors shall maintain employer's liability during the life of this Agreement. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$ 500,000 per occurrence

17.4.3. BUSINESS AUTO LIABILITY insurance coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$300,000.00 per occurrence.

18. If the value of this Agreement is \$100,000 or more, VENDOR shall disclose to CITY any current or prior interest of, any contract with, or any grant or gift received from a foreign

country, as defined in section 286.101, F.S., of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within one (1) year before applying for any grant or proposing any contract, VENDOR must also provide a copy of such disclosure to the Department of Financial Services.

19. **Prohibited Telecommunications.** VENDOR represents and certifies that VENDOR and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.
20. **Regulatory Capacity.** Notwithstanding the fact that CITY is a political subdivision with certain regulatory authority, CITY's performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If CITY exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to CITY's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to CITY as a party to this Agreement.
21. **Conflicts.** Neither VENDOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with VENDOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of VENDOR's officers or employees shall serve as an expert witness against CITY in any legal or administrative proceeding in which they or VENDOR is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude VENDOR or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.
22. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the party granting the waiver.

23. **Use of Parties' Logo.** The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the other party. Consent to use the CITY's logo may be provided by the City Manager, or the City Manager's designee.
24. **Entire Agreement.** The Parties agree that the MVB3X Modular Vehicle Barrier System Price Quote and this Addendum represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
25. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of **Exhibit "A"**, and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
26. **Binding Authority.** Each person signing this on behalf of either party individually warrants that they have full legal power to execute this Addendum on behalf of the party for whom they are signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
27. **Waiver of Jury Trial.** **The Parties hereby waives trial by jury in any action, proceeding or counterclaim brought by any party against another party on any matter arising out of or in any way connected with this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.**
28. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

(Signature Page to Follow)

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF WILTON MANORS

BY:

Elizabeth Garcia-Beckford, MMC
City Clerk

BY:

Scott Newton, Mayor

Approved as to form:

BY: /s/ Kerry L. Ezrol
Kerry L. Ezrol, Esq.
City Attorney

WITNESSED BY:

ADVANCED SECURITY
TECHNOLOGIES LLC, a New Jersey
Limited Liability Company

Mary Ann DeSalvo

Mary Ann DeSalvo
Print name

Jennifer DeSposito
Jennifer DeSposito
Print name

BY:

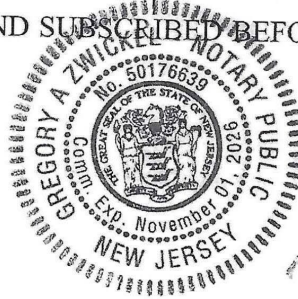
Salvatore Disalvo
Authorized Representative

STATE OF New Jersey)
COUNTY OF Monmouth)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of April, 2026 by Salvatore Disalvo, as Authorized Representative of ADVANCED SECURITY TECHNOLOGIES LLC, a New Jersey Limited Liability Company, who is personally known to me or has produced Drivers License as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 6 day of April, 2026.

(SEAL)



Salvatore Disalvo
NOTARY PUBLIC

EXHIBIT “A”



Bringing Advanced Technologies to the Security World

December 1, 2025

Darren J. Brodsky
Assistant Police Chief
Wilton Manors Police Department
2020 Wilton Dr., Wilton Manors, FL 33305

Tel: (954) 605-8056
Email: dbrodsky@wmpd.org

REFERENCE: MVB3X Modular Vehicle Barrier System
Price Quote: One 72-Unit Fully Loaded Trailer System

Assistant Chief Brodsky,

It was a pleasure talking with you again regarding the Modular Vehicle Barrier (MVB3X) System. Please find specifications and price information related to the entire system enclosed for your review.



A. Performance Based Specifications:

1. Must be US Department of Homeland Security Safety Act Designated
2. Barrier System must be certified to ASTM-F2656-15.
3. Barriers System must be certified to ASTM/PAS 68 & IWA standards.
4. Barrier System must be modular and adaptable to any road width.
5. Multiple traffic lanes of continuous coverage must be able to be assembled without the use of cables or ball/hitch connections. Cables cannot be used in a modular vehicle barrier perimeter.
6. Three points of connection via metal structure and pins are REQUIRED to connect the barriers to each other to ensure continuity in the barrier integrity and stopping capability.
7. The system must be an "open" design where no piece of metal is more than 18" x 24". This ensures that no adversary can use a vehicle barrier system for cover and concealment.
8. The Barriers MUST be Safety Yellow in color for maximum visibility
9. Open and close a lane in less than ten seconds by a single person using no tools
10. One person to assemble, deploy and dismantle
11. Quick perimeter access in case of an emergency
12. No tools required for assembly
13. Zero maintenance
14. Individual Barrier Units must fold for easy carrying and storage

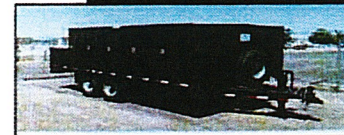
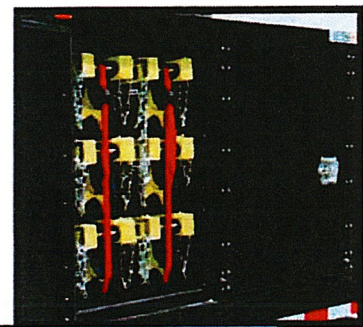
www.vehicle-barriers.com

B. Modular Vehicle Barrier Product Specifications:

1. Barrier Units must be able to be deployed in increments of 2 feet or less to ensure it will fit any size roadway.
2. Each complete MVB3X unit must weigh less than 53 lbs.
3. Each unit dimensions: L~46.5", W~21", H~32".
4. Tools shall not be required. System is to be assembled with pins.
5. Barriers must have the ability to be folded for transportation.
6. MVB3X units must have the option to pivot and transition into an operational gate.
7. MVB3X units must have the option of slide wheels for lateral movement.
8. Barriers must be capable of quick deployment (less than a minute to deploy a single unit).
9. Barriers must be able to be deployed by one person.
10. Bottom edges of the barriers must be protected by aluminum covers (for pedestrian safety).
11. Barriers shall be capable of deploying from the road and onto a curb in one continuous line.
12. MVB3X units shall have multi-terrain capability.
13. MVB3X units shall not require any maintenance.
14. Magnetic sequential lights shall attach to MVB3X units.

C. 72-Unit MVB3X Transport Trailer Specifications:

1. The Trailer shall be made in the United States and comply with U.S. DOT regulations.
2. The Trailer must be New/Unused.
3. Trailer to include drip rails.
4. 72 MVB3X units + Pivots.
5. 72-unit Trailer will have 6 doors on each side.
6. Trailers shall be 20 feet long.
7. Trailer shall be 101.5" wide.
8. Trailer shall be tandem axel.
9. 14,000 lb. hauling capacity.
10. Electric brakes.
11. LED lighting.
12. 15,000 pound safety chain.
13. Trailer will come equipped with a 2 5/16" hitch.
14. Spare wheel + Tire ST225/75/R12 (6 Lug).
15. All containment steel shall be powder coated.
16. MVB3X barriers can be loaded/stored from both sides.
17. Each MVB3X unit has its own dedicated slot for safe transport.
18. Each MVB3X is locked in place for transport with secondary retainment system.
19. Unit shall have Stainless Steel latches & hinges.
20. Zinc coated steel rivet, zinc coated nuts & bolts.
21. Dedicated space for pivot units.
22. Each door has locks for safe storage. All keyed alike.
23. Single storage compartment shall be provided on the trailer. Each compartment shall be 24" tall x 35" deep x 96" wide. Compartment shall have dedicated slots for the pivot units.
24. Trailer shall be black in color.



D. Sequential Lighting Specifications

1. 24+ hours of continuous flash.
2. Charge all flares at once - 6 hour recharge time from completely dead battery.
3. Visible range of 3,000+ feet
4. RDS™ (Rapid Deployment System): Automatically turns on flare when removed from case.
5. 30,000 lbs crush strength.
6. Flare specification: Weight = .5 lbs.
Dimensions: L = 4.25 in, W = 3.5 in, H = 1 in.
7. 10 Set specification: Weight with flares = 7 lbs,
Dimensions: L = 11.7 in, W = 9.2 in, H = 1.2 in
Includes: Carrying/Charging case, DC 12/24V car charger plug, AC wall charger plug

F. Pricing Information

System Number	Description	Unit Price	Quantity	Extended
AST3X-72/72-320103-40-B10	See Inventory Below	\$198,458	1	\$198,458
			Total	\$198,458

System Inventory BOM Breakdowns

Description of AST3X-68/72-240103-40-B2	Qty	Description	Quantity
Trailer with capacity for 72 MVB3X Units and accessories	1	Magnetic Sequential Lighting (10 pack)	4
MVB3X Units	72	Fixed Slide Wheels	1
Pivot Units	32	Rotating Slide Wheels	3
Large Storage Shipping Box	4	Banner - Single Lane	10

G. Notes:

1. The quantity of individual components can be adjusted to meet budgetary and operational requirements.
2. Slide wheels are used for the purposes of moving assembled sections of MVB3X laterally throughout an area of operation without requiring the end user to disassemble and re-assemble the section.
3. Included On-Site Training. AST also provides a user's manual for the MVB3X and online access to instructional videos for all of the components of the system.

H. Terms & Conditions:

1. F.O.B – Destination. Shipping has been included in the above price.
2. Taxes are not included. Should any taxes are levied they will be paid for by the purchaser.
3. Delivery: 10 to 14 weeks ARO
4. Payment terms – Net 30
5. Prices are valid for 120 days.
6. Purchase of equipment is subject to Advanced Security Technologies LLC standard terms and conditions.

Please do not hesitate to contact me should you require additional information.

Sincerely,



Sal DiSalvo

Mobile: (201) 755-0557

sdisalvo@adsectec.com

Purchase Requisition

Purchase Requisition No 26-0333

Requested Date 02/26/2026

Department 5222

Required Date

POL NON-SWORN

Ordered By

Preferred Vendor 015987

ADVANCED SECURITY TECHNOLOGIES LLC

Address 47 TRAUTWEIN CRES

Req. Description ANTI-VEHICLE INTRUSION BARRICADES

Quantity	Units	Description	Unit Price	Amount
1	EACH	MVB3X MODULAR VEHICLE BARRIER SYSTEM 406-5450-5955.000	198,458.00	198,458.00
			Total:	198,458.00

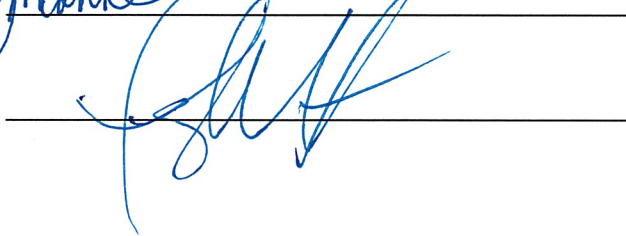
Approved By



Date

4/7/2026

Approved By



Date

4/7/26



WILTON MANORS POLICE DEPARTMENT



Gary Blocker
Chief of Police

Life's Just Better Here

2020 WILTON DRIVE WILTON MANORS • NON-EMERGENCY DISPATCH 954-764-4357 (HELP) • INFORMATION 954-390-2150

MEMORANDUM

TO: Carol Conol, Finance Director

FROM: Darren Brodsky, Assistant Chief of Police

SUBJECT: Anti-vehicle barricades quote comparison and purchase recommendation

DATE: April 14, 2026

Executive Summary

Agenda Item: Approval of Waiver and Purchase – Modular Vehicle Barrier System (MVB3X)
 The FY 2025/2026 budget includes \$200,000 for the City of Wilton Manors to purchase anti-vehicle intrusion barricades to enhance roadway, special events, and critical infrastructure protection.

Staff evaluated procurement options and vendor pricing for a 72-unit Modular Vehicle Barrier System (MVB3X). Three quotations were obtained:

- Advanced Security Technologies (AST – Direct): \$198,458
- SupplyCore (GSA Contract): \$206,149.30
- Safeware (Sourcewell Contract): \$217,064

The price difference between the lowest and highest quote is approximately \$18,600 for substantially the same core system.

All proposals include 72 modular barrier units, 32 pivot gate units, a DOT-compliant transport trailer, slide wheels, and LED safety lighting. However, Advanced Security Technologies provides the lowest total cost, includes on-site training, covers shipping (FOB Destination), provides a detailed bill of materials, and offers a shorter delivery timeline (10–14 weeks after receipt of order).

The MVB3X system carries significant certifications and designations that align with federal and state public-safety grant requirements, including DHS SAFETY Act designation and recognized crash-rating standards. These features support eligibility under Homeland Security and FEMA preparedness funding programs.

Recommendation:

Approve a waiver of formal bidding and authorize direct purchase from Advanced Security Technologies in the amount of \$198,458, as the lowest responsive and responsible quote providing the best overall value and grant-aligned compliance for the City.



@wiltonmanorspd



@wiltonmanorspd

Page 369 of 379



Nextdoor



Saferwatch



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 40 Marcus Drive 3rd Floor Melville NY 11747	CONTACT NAME: Commercial Commercial PHONE (A/C No. Ext): (631) 390-9700 E-MAIL ADDRESS: MSMCertsCM@epicbrokers.com	FAX (A/C, No): (631) 390-9790	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Advanced Security Technologies, LLC 47 Trautwein Crescent Closter NJ 07624	INSURER A: EVANSTON INSURANCE COMPANY		35378
	INSURER B: MESA UNDERWRITERS SPECIALTY INS		36838
	INSURER C: CHUBB INDEMNITY INSURANCE CO		12777
	INSURER D:		
	INSURER E:		
INSURER F:			


COVERAGES CM **CERTIFICATE NUMBER:** Cert ID 51289 (20) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MP0037002100172-01	07/04/2025	07/04/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3203933	07/04/2025	07/04/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71793653	02/04/2026	02/04/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**OFFICE OF THE CITY ATTORNEY
CITY OF WILTON MANORS, FLORIDA**

MEMORANDUM

TO: Mayor Scott Newton
Members of the City Commission

CC: Leigh Ann Henderson, City Manager

FROM: Kerry L. Ezrol, City Attorney *KLE*

RE: City Attorney Report

DATE: April 14, 2026

I. Litigation – Insurance

A) Wilton Manors adv. Carl Linn Kitchner

Notice of Claim was received May 9, 2023. Mr. Kitchner claims he was wrongfully arrested and charged with a DUI by the Wilton Manors Police Department on March 1, 2023.

B) Wilton Manors adv. Tyesha Hutchinson, Cyarra Walker, and Ciara Charnele Lewis

Notice of Claim was received August 21, 2023. The claim for damages arises as a result of a motor vehicle accident which occurred on April 8, 2023. Summons and Complaint was served on the City on July 22, 2024.

C) Wilton Manors adv. Louis Brinkerhoff

Notice of Claim was received October 15, 2024. Mr. Brinkerhoff's claim for damages arises as a result of an injury sustained from a paver on the sidewalk adjacent to 525 NE 21st Court on September 13, 2024. The claim was denied by FLC. Awaiting to see if a law suit is filed.

D) Wilton Manors adv. Jacqueline Bancroft

Notice of Claim was received on January 7, 2025. Ms. Bancroft's claim for damages arises as a result of an incident that occurred on the sidewalk near NW 9th Avenue and NW 9th Terrace on December 15, 2024.

E) Wilton Manors adv. Vern Hall as Personal Representative of the Estate of Frederick Hall

Notice of Claim was received May 1, 2023. The claim was denied by FLC. Summons and Complaint was served on the City on February 27, 2025. Mr. Hall's Estate claims that as a result of a police chase involving Broward Sheriff's Office, City of Fort Lauderdale Police

Department, and Wilton Manors Police Department on March 7, 2023, Mr. Hall was severally injured due to a vehicle pinning him to a wall. On July 22, 2025, the Court entered a Uniform Trial Order setting trial for a three-week period commencing May 11, 2026.

F) Wilton Manors adv. Walter Steunenber

Notice of Claim was received on April 10, 2025. Mr. Steunenber's claim arises from an incident that allegedly occurred on March 15, 2025. No further details were provided.

G) Wilton Manors adv. Jerson Immer Velazquez

On December 14, 2025, the City received a Third Amended Complaint for a Civil Case naming the City as a defendant. The Plaintiff is alleging Civil Rico, Monell Claims and Breach & Torts. On February 12, 2026, the City received a Fourth Amended Complaint and was served. FLC is handling this matter.

H) Wilton Manors adv. Larry Stanhope Stroud III and Jessica Sariya Stroud

Notice of Claim was received on January 14, 2026. The claim alleges unreasonable search and seizure, municipal liability, battery, negligence, loss of consortium, and other claims by the Wilton Manors Police Department on July 2, 2025. FLC is handling this matter.

I) Wilton Manors adv. Luis Rivera

On March 25, 2026, a Summons and Complaint was served on the City. Mr. Rivera's claim for damages arises as a result of an injury sustained when he lost control and fell from a scooter at or near 516-580 E. Oakland Park Blvd. due to water pouring onto the sidewalk and road. FLC is handling this matter

J) Wilton Manors, et al. adv. Roy Singhal

On March 10, 2026, a Summons and Complaint was served on the City. The claim alleges violations of Mr. Singhal's rights under the Fourth and Fourteenth Amendments by Code Enforcement. FLC is handling this matter.

II. Litigation - City Attorney

A) Wilton Manors v. Blue Sky Investment Group, LLC (2702 NE 6 LN #1-2)

On June 25, 2025, the City filed its Complaint to Foreclose Code Enforcement Liens. On July 15, 2025, Plaintiff, Blue Sky Investment, filed a Notice of Appearance. On July 19, 2025, the Court entered a Uniform Case Management Order, scheduling a CMC for October 22, 2025. On July 21, 2025, the City filed an Amended Complaint. An Amended Notice of Lis Pendens was filed on July 24, 2025. The City filed a Notice of Service of Initial Disclosures on July 28, 2025. On July 31, 2025, Blue Sky Investment filed its Answer and Affirmative Defense. On August 18, 2025, the City filed Notice of Service of Complaint on the Last of all Named Defendants. On August 19, 2025, the City filed its Reply to Blue Sky's Affirmative Defense. On August 28, 2025, the City filed its Request for Production and Admissions. On August 29, 2025, the City filed a Motion for Leave to File Second Amended Complaint. On September 3, 2025, the City filed a Motion for

Clerk's Default for Defendant, Rosana Theophin. On September 7, 2025, the Court entered an Order Granting the City's Unopposed Motion for Leave to File Second Amended Complaint. We are in the process of located unknown heirs of a named party who is deceased. On October 20, 2025, the City filed a Motion for Leave to File Third Amended Complaint as a result of locating heirs of the decedent defendant. On October 24, 2025, the Court entered a Uniform Trial Order, setting the trial period from July 6, 2026 to July 24, 2026. On October 27, 2025, the Court entered an Order Granting the City's Motion for Leave to file Third Amended Complaint and the Complaint was deemed as filed. On November 25, 2025, a Notice of Appearance was filed on behalf of Rosana Theophin. On December 2, 2025, Defendant, Rosana Theophin filed her Answer and Affirmative Defenses. On December 5, 2025, the City filed a Motion to Strike Ms. Theophin's Answer and Affirmative Defenses to the Third Amended Complaint and the hearing is scheduled for January 21, 2026. On January 13, 2026, Ms. Theophin filed an Opposition to the City's Motion to Strike. At the January 21st hearing, the Court granted the City's Motion to Strike. On January 25, 2026, the Court entered an Order Granting the City's Motion to Strike Ms. Theophin's Answer and Affirmative Defenses to Third Amended Complaint. On February 17, 2026, the City filed a Notice of Action – Constructive Service to the Unknown Heirs, etc. On February 23, 2026, the City filed the following: 1) Motions for Clerk's Default against, State of Florida, Department of Revenue, Vanda Theophin Michel, Samantha Theophin, Rooveline Theophin, Muriel Theophin Atilus, Ermane Theophin, Unknown Tenant 2 in Unit 1, Tenant 3 in Unit 2, and Tenant 4 in Unit 2 for failure to file or serve any paper; and 2) Notice of Dropping Party Defendant as to Fontane Theophin and Unknown Tenant 1 in Unit 1. On February 25, 2026, Defendant, Rosana Theophin, filed an Amended Motion to Vacate and Set Aside Clerk's Default and the hearing is scheduled for March 30, 2026. On March 2, 2026, the Clerk entered its Default against the Parties referenced above.

On March 6, 2026, the City filed Notice of Filing an Affidavit of Due and Diligent Search for Gerard Theophin. On March 17, 2026, the City filed a Notice of Action – Constructive Service. On March 20, 2026, the City filed the following: 1) Verified Motion for Extension of Time to Effectuate Service of Process on Defendant, Gerard Theophin; 2) Notice of Dropping Party as to the Defendants Unknown Heirs, etc.; and 3) Notice of Action – Constructive Service. On March 25, 2026, the Court entered an Order Granting the City's Motion, providing an additional sixty (60) days to effectuate service of process. On March 27, 2026, Defendant filed a Notice of Cancellation of Hearing, cancelling the March 30, 2026 hearing. On March 3, 2026, the Court entered an Agreed Order Granting Defendant, Rosana Theophin's Amended Verified Motion to Vacate and Set Aside the Clerk's Default and the City filed its Reply to Rosana Theophin's Affirmative Defenses. On March 6, 2026, Defendant, Rosana Theophin, filed her Answer and Affirmative Defenses to the City's Third Amended Complaint.

B) Wilton Manors adv. Metropolitan Tower Life Insurance Company

On June 25, 2025, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses were filed on July 3, 2025.

C) Wilton Manors adv. Loan Funder LLC, Series 41675

On October 7, 2025, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses, and Initial Disclosures were filed on October 9, 2025.

D) Wilton Manors v. Alan Davenport (2000 NE 21 Court)

On November 14, 2025, the City filed its Complaint to Foreclose Code Enforcement Lien. On January 14, 2026, the City filed a Notice of Filing Acceptance of Service and Waiver of Service of Process by Defendant. On January 27, 2026, the City filed Motions for Clerk's Default for Unknown Tenant 1 and 2. On February 3, 2026, a Notice of Appearance was filed on behalf of Defendant, Alan Davenport. On February 17, 2026, Defendant filed a Motion to Abate for 3 months. On February 19, 2026, the Court entered an Order granting the Motion to Abate.

E) Wilton Manors adv. DOT Fund LLC

On December 3, 2025, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses were filed on December 10, 2025.

F) Wilton Manors v. Marcia Howell (648-652 W. Oakland Park Blvd.)

On December 16, 2025, the City filed its Complaint to Foreclose Code Enforcement Lien. Case was on hold as we had received a settlement offer to be considered at a shade session on February 24, 2026. We are proceeding with the suit. On March 16, 2026, Defendant, Marcia Howell and Unknown Spouse of Marcia Howell, filed a Notice of Appearance and Notice of Unavailability. On March 18, 2026, Defendants filed their Answer and Affirmative Defenses. On March 25, 2026, the City filed a Notice of Filing Acceptance of Service and Waiver of Service of Process. On April 3, 2026, the City filed its Reply to the Defendants' Affirmative Defenses.

G) Wilton Manors adv. Equity Trust Company Custodian FBO Joseph A. Casasanta IRA

On March 10, 2026, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses and Initial Disclosure were filed on March 23, 2026.

H) Wilton Manors adv. CCHC Fund VII, LP

On March 25, 2026, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses and Initial Disclosure were filed on April 1, 2026.

I) Wilton Manors v. U.S. Bank NA Trustee (637 NW 29th Court)

On April 3, 2026, the City filed its Complaint to Foreclose Code Enforcement Lien.

J) Wilton Manors adv. Lakeview Loan Servicing, LLC

On March 30, 2026, the City was served with the Summons and Complaint in this foreclosure matter. The City's Answer and Affirmative Defenses and Initial Disclosure were filed on April 6, 2026.

K) Wilton Manors adv. Roy Singhal (Case No. 26-0005289)

On March 30, 2026, the City was served with a Summons, Notice of Administrative Appeal, and Appeal from Final Order of the Special Magistrate of Wilton Manors. We are waiting for a coverage determination by FLC as FLC is defending the above federal court case.

III. Litigation-Other

A) Wilton Manors adv. Florida Department of Environmental Protection

On March 26, 2025, the City was served with the Summons and Complaint in this matter. On April 24, 2025, the Law Firm of Gardner, Bist, Bowden, Dee, LaVia, Wright, Perry & Harper, P.A. filed a Notice of Appearance on behalf of the City. On April 28, 2025, the parties filed a Joint Motion for Temporary Abatement. On June 18th, 2025, the Court entered an Order granting the Abatement. On July 31, 2025, the Court entered a Uniform Trial Order and set the case for trial commencing January 12, 2026 to January 30, 2026. There is a Calendar Call scheduled for January 6, 2026. Settlement discussions underway. On December 16, 2025, the parties filed a Joint Motion for Continuance. On January 6, 2026, the Court entered an Order Resetting Trial and reset the case for trial commencing April 6, 2026 to May 1, 2026. A proposed Consent Final Judgment will to presented to the City Commission for approval.

IV. Non-Litigation – City Attorney

Should you have any questions concerning the above, please do not hesitate to contact me.



Life's Just Better Here

COMMISSION AGENDA REPORT

MEETING DATE: Tuesday, April 14, 2026

From:

Prepared by: Dio Sanchez, Michelle Parks

(a) **Subject:** Request to Fill Full-time Groundskeeper Vacancy (Parking and Mobility)

(b) **City Manager Recommendation:** Recommend Approval

(c) **Report In Brief:**

(d) **Discussion:**

Staff is requesting approval to fill a vacant full-time Groundskeeper position, which is already budgeted within the Mobility and Transportation Fund. This role is responsible for maintaining landscaping and irrigation systems along Wilton Drive, primary corridors, rights-of-way, and City-owned parking lots. These areas are highly visible and central to the City's beautification efforts.

The position supports essential functions such as landscape upkeep, irrigation monitoring and repair, plant care, and litter removal to maintain established appearance standards and protect the City's investment in corridor improvements. If the position remains unfilled, maintenance levels will decline, potentially impacting plant health, overall aesthetics, and corridor conditions. Approval would allow staff to begin recruitment promptly and ensure continuity of these maintenance services.

(e) **Strategic Plan Consistency:** Goal B. Promote Economic Development, 1. Promote Business Retention and Attraction, 4. Promote Wilton Manors as a Tourist Destination

(f) **Concurrences:**

(g) **Fiscal Impact:** This position is fully funded in the Mobility and Transportation Fund

(h) **Alternatives:**

(i) **Attachments:**

1. Groundskeeper Vacancy Request Memorandum
2. Groundskeeper Position Description



Life's Just Better Here

TO: Dio Sanchez, Human Resources Director
FROM: Michelle Parks, Leisure Services Director
DATE: March 30, 2026
RE: Request to Fill Vacant Groundskeeper Position

This memorandum requests approval to fill the currently vacant full-time Groundskeeper position (40 hours per week). This is a replacement position funded through the Parking and Transportation Fund (enterprise fund) and is included in the approved budget.

The Groundskeeper position is dedicated to the daily maintenance of landscaping along Wilton Drive, primary corridors, City rights-of-way, and City-owned parking lots, with primary responsibility for landscape care and irrigation system upkeep. Duties include landscape maintenance; irrigation monitoring and repair; application of fertilizer, mulch, herbicides, and pesticides; plant care; and daily trash and litter removal, all necessary to maintain established beautification and maintenance standards in these highly visible areas.

Wilton Drive and the City's main corridors require consistent landscape and irrigation maintenance to sustain plant health, maintain appearance standards, and protect the City's investment in corridor beautification infrastructure.

Operational Impact if Position Is Not Filled

If this position is not filled, landscape maintenance and irrigation upkeep along Wilton Drive, rights-of-way, parking lots, and primary corridors will be reduced, impacting plant health, appearance standards, and overall corridor conditions.

Approval will allow recruitment to begin promptly and ensure continuity of maintenance services funded through the enterprise fund.

Please let me know if additional information is needed.

Sincerely,

Michelle Parks
Leisure Services Director



POSITION DESCRIPTION

Position Title: Groundskeeper
Level / Grade: A4 / 4
FLSA Status: Non-Exempt

GENERAL DESCRIPTION OF DUTIES

The primary responsibility of the Groundskeeper is to ensure the outdoor grounds are well maintained and developed. This includes the maintenance and/or enhancement of the City's grounds (lawn, shrubs, plants and trees), irrigation system, and power equipment. The work is performed under general supervision, with the Groundskeeper determining the methods for completing tasks. This role requires the use of both hand and power tools, including mowers, trimmers, and sprayers and the safe handling of chemicals such as pesticides. The position involves manual labor and working outdoors in various weather conditions. Performs related work as directed.

ESSENTIAL JOB FUNCTIONS

Because it is difficult if not impossible to present a finite list of every possible function to be performed by employee, the City of Wilton Manors reserves the right in its sole and absolute discretion to modify and update this job description and to ask employee to perform tasks beyond the duties presented herein. In the event a change is necessary to update the essential functions of the job, the City will provide as much notice as practicable to the employee.

- Mow grass, trim trees and bushes, plant and transplant shrubs, fertilize lawns, and apply pesticides to control insects and diseases.
- Perform manual watering of plants as required.
- Rake and remove grass clippings, leaves, and other debris from grounds and adjacent walkways.
- Perform regular maintenance, repairs, and adjustments to irrigation systems, ensuring proper functionality.
- Install, modify, and troubleshoot manual and automatic irrigation systems, including pipes, valves, and control devices.
- Operate power equipment such as mowers, trimmers, sprayers, chain saws, and other tools.
- Maintain equipment in good working condition by performing routine upkeep and preventative maintenance.
- Load and unload materials such as soil, sod, sand, and gravel.
- Apply chemicals safely, following appropriate protocols to prevent injury and environmental harm.

GROUNDSKEEPER

JOB REQUIREMENTS

The following skills and abilities are required for consideration for the position of Groundskeeper:

Ability to operate and maintain landscaping tools, power equipment, and irrigation systems; ability to safely handle and apply chemicals for horticulture and groundskeeping; ability to read and understand work orders, safety instructions, and manuals related to landscaping and irrigation systems; ability to engage respectfully and effectively with people from diverse backgrounds; ability to lift up to 50 pounds frequently and up to 100 pounds occasionally; ability to perform physically demanding tasks such as prolonged standing, bending, kneeling, and climbing; ability to work outdoors, with exposure to the elements, year-round.

EDUCATION AND EXPERIENCE

Minimum Qualifications

Any combination of training and experience which would provide required knowledge, skills, and abilities are qualifying. A typical way to obtain the required qualifications would be:

High school diploma or equivalent is required; possess and maintain a valid Florida Class E Driver's License; at least three (3) months of landscape maintenance or closely related experience (an Associate's degree in turf management or a related field may substitute for required experience).

Preferred Qualifications

One (1) year of experience in irrigation system installation and repairs; certification as a Certified Public Operator for pesticide spraying (License Category 3).

Wilton Manors is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, Wilton Manors will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.