

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, March 13, 2024
7:00 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Natasha L. Ervin
Commissioner Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica Williams**

Appointed Officials

**City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
March 13, 2024
7:00 PM

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **INVOCATION:**
4. **PLEDGE OF ALLEGIANCE:**
5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
7. **APPROVAL OF AGENDA:**
8. **APPROVAL OF MINUTES:**
 - Special Commission Meeting Minutes - February 9, 2024**
 - Rescheduled Regular Commission Meeting Minutes - February 15, 2024**
 - Continued Regular Commission Meeting Minutes - February 28, 2024**
9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
10. **PUBLIC PRESENTATIONS:**
 - Florida Department of Transportation (FDOT)**
Ref: Dunad Avenue Railroad Tracks Project
11. **CITIZENS' FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
12. **ACTION ITEMS (items from consent agenda pull list):**
13. **ADMINISTRATION:**

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO INSTALL SIGNAGE AT ALL CITY PARKS AND IDENTIFIED AREAS SET FORTH IN EXHIBIT “A” HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST RESPONDERS MENTAL HEALTH INITIATIVE MEMORANDUM OF UNDERSTANDING WITH THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE (MDCACP) FOR THE ESTABLISHMENT OF A REGIONAL FIRST RESPONDER PEER SUPPORT TEAM PROGRAM AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK SOURCEWELL COOPERATIVE PROGRAM AGREEMENT #081419-SHI WITH SHI INTERNATIONAL CORP. FOR THE PROVISION OF VARIOUS HARDWARE AND SOFTWARE PRODUCTS AND EQUIPMENT, IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CABALLERO, FIERMAN, LLERENA, GARCIA, LLP FOR INDEPENDENT CONSULTANT AUDIT SUPPORT SERVICES TO PROVIDE THE CITY WITH AUDIT PREPARATION SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023 AND 2024; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE CITY OF OPA-LOCKA, FLORIDA v. DADE COUNTY POLICE BENEVOLENT ASSOCIATION; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "RULES OF PROCEDURE", AND MORE SPECIFICALLY, SECTION 2.45(F) PERTAINING TO PREPARATION OF AGENDAS TO AMEND SUBMISSION AND COMPLETION DATES; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 19, ARTICLE I, SECTION 19-9 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "STREETS AND SIDEWALKS" TO CREATE A NEW SECTION ENTITLED "SCHOOL ZONE SPEED LIMITS" TO REQUIRE ENHANCED ENFORCEMENT OF SPEED LIMITS WITHIN ROADS PROPERLY MAINTAINED AS SCHOOL ZONES IN ACCORDANCE WITH CHAPTER 316, FLORIDA STATUTES AND AUTHORIZING THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams***
4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FIVE**

HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED TWO DOLLARS AND EIGHTY-EIGHT CENTS (\$524,402.88), AT AN INTEREST RATE OF 5.69%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

1. Mayor John H. Taylor Jr.
Financial Oversight Update provided by City Manager Darvin Williams
Glorieta Gardens Update by City Manager Darvin Williams

20. OFFICIAL BOARD APPOINTMENTS:

Charter Review Board

- 1 individual appointment (Commissioner Kelley)
- 2 at-large appointments

Civil Service Board

- 1 individual appointment (Commissioner Bass)
- 1 individual appointment (Commissioner Williams)

Housing Authority and Nuisance Abatement Board

- 1 individual appointment (Mayor Taylor)
- 1 individual appointment (Commissioner Williams)

Local Financial Oversight Board

- 1 at-large appointment

Teen & Young Adult Advisory Board

- 1 individual appointment (Commissioner Bass)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me Monday, **March 11, 2024** at 6:00 PM, at Helen L. Miller Center, 2331 NW 143 Street, Opa-locka, Florida.
2. Opa-locka Community Redevelopment Agency Regular Meeting, **Tuesday, March 12, 2024** at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
3. City of Opa-locka Spring Break Pool Party hosted by Vice Mayor Natasha L. Ervin, **Friday, March 22, 2024** from 12:00 PM - 5:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.
4. City of Opa-locka Mayor & Commission invite you to Bunny Jam 2024 hosted by Mayor John H. Taylor Jr., on **Saturday, March 23, 2024 at 12:00 PM.**, Ingram Park, 2100 Burlington Street, Opa-locka, Florida.
5. City of Opa-locka presents Sistahs' Soirée, a Women's History Event, hosted by Commissioner Veronica J. Williams, **Saturday, March 23, 2024** at 6:00 PM - 9:00 PM, The ARC, 675 Ali-baba Avenue, Opa-locka, Florida.
6. City of Opa-locka Mayor & Commission in partnership with Farm Share and Miami-Dade County invites the community to a Monthly Free Food Walk-Thru Distribution hosted by Commissioner Joseph L. Kelley, **Wednesday, April 3, 2024** from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.
7. City of Opa-locka Mayor & Commission present Monthly Chess Community Challenge hosted by Commissioner Sherelean Bass, every first Saturday starting **April 6, 2024** from 12:00 PM - 1:30 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.
8. Free aerobics classes sponsored by Mayor John H. Taylor, Jr. **every Monday & Wednesday** from 6 p.m. - 7 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

SPECIAL CITY COMMISSION MEETING

Friday, February 9, 2024

5:30 PM

1. CALL TO ORDER:

Mayor Taylor called the Special City Commission Meeting to order at 5:46 PM on Friday, February 9, 2024, at the City of Opa-locka Municipal Complex, 780 Fisherman Street, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass; Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley; Commissioner Veronica Williams; and Mayor John H. Taylor, Jr. Also in attendance were: Assistant City Manager Shamecca Lawson, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PUBLIC INPUT:

Mayor Taylor opened Public Input. No one came forth to speak. Mayor Taylor closed Public Input.

6. RESOLUTION:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE SCHEDULING OF INTERVIEWS WITH THE TOP THREE SHORTLISTED CANDIDATES FOR THE POSITION OF CITY MANAGER AND PROVIDING FOR BACKGROUND CHECKS CONSISTENT WITH SECTION 2-3.1 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Commission*

The above resolution was read by City Attorney Burnadette Norris-Weeks.

It was moved by Vice Mayor Ervin, seconded by Commissioner Williams, to discuss Agenda Item 6.

Mayor Taylor introduced the item. He stated this is a narrowing down of the search to three candidates for the City Manager position.

Ms. Mary Adams, HR Director, reviewed the City Manager search process and timeline. She noted all Commissioners were provided a binder with all applicants, list of applicants and contact information, City Manager job description, and spreadsheet of qualifiers separated into three groups. She further clarified the three qualifier groups, criteria used, and grading rubric. She explained the proposed ballot process.

In response to Commissioner Williams' question, Ms. Adams further explained the far-right column, numbers, and colors.

Commissioner Kelley asked if all applicants met the minimum qualifications based on the job description and criteria. Ms. Adams said no and indicated some applicants received a zero ranking. She reiterated the ballot process to determine the three shortlisted applicants and one alternate.

Ms. Adams distributed the ballots to the City Commission. Each Commissioner completed the ballot and submitted it to Ms. Adams. Ms. Adams tallied the results and announced the three shortlisted candidates: Darvin Williams, Kemarr Brown, Louie Chapman Jr. She re-distributed the ballots and asked the City Commissioners to indicate a fourth applicant for alternate. Each Commissioner completed the ballot for alternate and submitted it to Ms. Adams. Ms. Adams tallied the results and announced the alternate candidate as Edward Walker Dean.

Mayor Taylor asked about next steps. Ms. Adams requested extending the next step by two weeks. Mayor Taylor recommended extending until February 29, 2024 to complete interviews and schedule another City Commission meeting. Ms. Adams clarified that she would complete virtual interviews for the first step and in-person interviews for the second round.

City Attorney Norris-Weeks read into the record the additional information outlined by Ms. Adams.

It was moved by Mayor Taylor, seconded by Commissioner Kelley, to amend the resolution to include language read by City Attorney Norris-Weeks regarding the updated timeline.

Mayor Taylor removed his original motion.

It was moved by Mayor Taylor, seconded by Commissioner Bass, to amend the resolution to include the language read by City Attorney Norris-Weeks regarding the updated timeline, with the deadline changed from February 29, 2024 to March 1, 2024.

There being no additional discussion, the motion to amend passed by a 5-0 vote.

Vice Mayor Ervin Yes
Commissioner Williams Yes
Commissioner Bass Yes

Commissioner Kelley Yes
Mayor Taylor Yes

Ms. Adams read the three shortlisted names and one alternate names into the record.

It was moved by Mayor Taylor, seconded by Commissioner Williams, to approve Item 6, as amended.

There being no additional discussion, the motion passed by a passed by a 5-0 vote.

Vice Mayor Ervin Yes
Commissioner Williams Yes
Commissioner Bass Yes
Commissioner Kelley Yes
Mayor Taylor Yes

7. ADJOURNMENT

There being no further business to come before the City Commission, the meeting adjourned at 6:32 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

REGULAR CITY COMMISSION MEETING

Thursday, February 15, 2024

7:00 PM

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:02 PM on Thursday, February 15, 2024 at the City of Opa-locka Municipal Complex, 780 Fisherman Street, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass; Vice Mayor Natasha L. Ervin; and Mayor John H. Taylor, Jr. Also, in attendance were: Interim City Manager Darvin Williams; Assistant City Manager Shamecca Lawson, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores. Commissioner Joseph L. Kelley and Commissioner Veronica J. Williams were not in attendance.

3. INVOCATION:

The invocation was delivered by Mayor Taylor.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):

City Clerk Flores requested, on behalf of Commissioner Kelley, to defer Items 13-2 and 13-4.

City Clerk Flores requested, on behalf of Commissioner Williams, to defer Items 16-A1.

Vice Mayor Ervin requested to have Item 13-3 pulled from the Consent Agenda.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to approve the Consent Agenda.

There being no discussion, the motion to approve the Consent Agenda passed by a 3-0 vote.

Vice Mayor Ervin Yes
Commissioner Bass Yes
Mayor Taylor Yes

7. APPROVAL OF AGENDA:

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to approve the Agenda.

There being no discussion, the motion to approve the Agenda passed by a 3-0 vote.

Vice Mayor Ervin Yes
Commissioner Bass Yes
Mayor Taylor Yes

8. APPROVAL OF MINUTES:

Regular City Commission Meeting Minutes – January 10, 2024

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to approve the Minutes –January 10, 2024.

There being no discussion, the motion to approve the Minutes passed by a 3-0 vote.

Vice Mayor Ervin Yes
Commissioner Bass Yes
Mayor Taylor Yes

Regular City Commission Meeting Minutes – January 24, 2024

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to approve the Minutes –January 24, 2024.

There being no discussion, the motion to approve the Minutes passed by a 3-0 vote.

Vice Mayor Ervin Yes
Commissioner Bass Yes
Mayor Taylor Yes

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

There were none.

10. PUBLIC PRESENTATIONS:

Nelson Beaubrun, Youth Development Director Family Christian Association of America (FCAA) described the Youth Programs Expansion Service. He asked for partnerships to help with resources, transportation, and financial support. He shared his contact information.

11. CITIZENS' FORUM:

(Opportunity for discussion of any concerns – please limit to 3 minutes)

City Clerk Flores announced the protocol for public participation at City Commission meetings.

City Clerk Flores stated there is one virtual public comment.

Mayor Taylor opened the Citizens' Forum.

Ms. Sarah Allen, no address provided, stated she was joining for the first time and was only there to see how the City Commission meeting goes.

Ms. Audrey Dominguez, 1147 Jann Avenue, said she is happy to hear the company started repairs on Sesame Street. She read the Florida Statute for Public Records Request. She noted she made an online request on August 7, 2023 and submitted a second request on September 8, 2023. She then followed up with an email to the City Clerk on January 24, 2024 regarding the previous two requests. she was informed by the City Clerk the requests were given to the new Human Resources Director, who was working on the request. She was told it would cost over \$150 to obtain the requested records. She said the public records are being withheld and the City is being sued regarding public records.

Ms. Amanda Prieto, 13390 SW 91st Terrace, highlighted a Miami Water Keeper project in outreach to improve stormwater in local communities.

Mayor Taylor closed the Citizens' Forum.

Mayor Taylor thanked Ms. Allen for listening in to the meeting. He noted they are all looking forward to the Sesame Bridge being completed. He asked the City Clerk if there is a time limit on public record requests. City Clerk Flores said the statute says within a reasonable time but if they are easily accessible it should be quick.

Interim City Manager Williams asked the HR Director to respond.

Ms. Mary Adams, HR Director, stated she inherited the request in January. She explained the cost based on the content of the public records requested. She acknowledged the two requests were combined into one. She continues to work on the request.

Vice Mayor Ervin asked if they would only move forward if the requestor is willing to pay.

Ms. Adams affirmed.

Mayor Taylor thanked Ms. Prietto and the Water Keepers.

12. ACTION ITEMS (items from consent agenda pull list):

- 1. [13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER 2024 IN THE FISCAL YEAR 2023-2024 BUDGET, FOR THE CITY'S MONTHLY FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley***

The above resolution was read by City Attorney Burnadette Norris-Weeks

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to discuss Agenda Item 12-1.

There was consensus to defer the item due to the sponsor's absence.

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A LUMP-SUM BONUS PAYMENT POLICY PURSUANT TO SECTION 215.425, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Ervin***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE THE NECESSARY STEPS TO REQUEST A TRAFFIC ENGINEERING STUDY FROM MIAMI-DADE COUNTY TO PLACE "NO PARKING" AND "DO NOT ENTER" SIGNAGE IN VARIOUS PROPOSED RESTRICTED AREAS WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley***
- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER 2024 IN THE FISCAL YEAR 2023-2024 BUDGET, FOR THE CITY'S MONTHLY FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA; PROVIDING FOR INCORPORATION OF**

RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley*

- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO SUBMIT AN IMPROVEMENT PLAN TO THE CITY COMMISSION FOR BOTH SEGAL PARK AND INGRAM PARK; FURTHER DIRECTING A DETAILED REPORT ON THE UTILIZATION OF THE ALLOCATED AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS FOR SAID PARKS NO LATER THAN MARCH 31, 2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*
- 5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO TAKE THE REQUIRED STEPS FOR PLACEMENT OF SIGNAGE NEAR AND AROUND THE ENTRY OF THE WILMINGTON STREET CANAL; PROHIBITING THE USE OF WATERCRAFTS AND OTHER WATER ACTIVITIES WITHIN THE CITY LIMITS OF THE CANAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*
- 6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR THE SEGAL PARK TRAILS PROJECT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-ONE THOUSAND, TWO HUNDRED EIGHT DOLLARS AND THIRTY CENTS (\$121,208.30), WITH A THREE THOUSAND, SEVEN HUNDRED NINETY-ONE DOLLARS AND SEVENTY CENTS (\$3,791.70) CONTINGENCY BUDGET FOR UNFORESEEN ISSUES WHICH MAY ARISE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
- 7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF EXP U.S. SERVICES, INC. TO DEVELOP A PLAN FOR A SAFE STREETS FOR ALL (SS4A) PROGRAM FOR THE CITY, PURSUANT TO RFP NO. 23-1204200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EXP U.S. SERVICES, INC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY-FIVE CENTS**

(\$167,774.55) AND IN THE FORM ATTACHED HERETO AS EXHIBIT “A”; FURTHER AUTHORIZING A PROJECT CONTINGENCY BUDGET, IN A TOTAL AMOUNT NOT TO EXCEED SIXTEEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND FORTY-FIVE CENTS (\$16,777.45); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

- 8. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A PLAN TO MODIFY THE AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND MIAMI-DADE COUNTY RELATED TO A UTILITIES DEBT REPAYMENT SCHEDULE, ATTACHED HERETO AS EXHIBIT “A”; FURTHER DIRECTING THE CITY CLERK TO FORWARD A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS FOR CONSIDERATION AND APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

Vote taken on Consent Agenda items can be viewed under Agenda Item 6 - Approval of the Consent Agenda.

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA’S CODE OF ORDINANCES TO ADD THE PLACEMENT OF “FUTURE AGENDA ITEMS” TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams***

The item was deferred.

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FOUR HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$470,841.24); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 10, 2024). *Sponsored by Interim City Manager***

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to discuss Agenda Item 16-B.1.

Interim City Manager Williams introduced the item. He explained this was refurbishing the fleet for Public Works.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

City Clerk Flores noted a small change that was required to be read into the record.

Mr. Bob Anathan, Budget Administrator, noted an update from the bank. He noted the annual lease payment would be \$131,100.72 within first payment due March 31, 2024 and three payments over the next three years. The interest rate is now 5.69%.

There being no additional discussion, the motion to approve the Ordinance passed by a 3-0 vote.

Vice Mayor Ervin Yes
Commissioner Bass Yes
Mayor Taylor Yes

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RE-ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; SETTING FORTH PUBLIC HEARING DATES;**

PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 24, 2024). *Sponsored by Interim City Manager*

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RE-ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 24, 2024). *Sponsored by Interim City Manager***

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 24, 2024). *Sponsored by Interim City Manager***

City Attorney Burnadette Norris-Weeks confirmed Agenda Items 16-B.2, 16-B.3, and 16-B.4 require 4/5th vote.

The above titles were read by City Attorney Burnadette Norris-Weeks.

There was consensus to recess the meeting until a majority of the City Commission was present to hear the items on February 28, 2024 at 6:30 p.m.

Mayor Taylor announced that the meeting is recessed and would be continued on February 28, 2024 at 6:30 p.m.

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

- 1. Mayor John H. Taylor Jr.
Financial Oversight Update provided by Interim City Manager Darwin Williams
Glorieta Gardens Update**

20. OFFICIAL BOARD APPOINTMENTS:

21. ADJOURNMENT:

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

Continuation of recessed Regular Commission Meeting of February 15, 2024

REGULAR COMMISSION MEETING

Wednesday, February 28, 2024

6:30 PM

1. CALL TO ORDER:

Mayor Taylor reconvened the recessed Regular Commission Meeting of February 15, 2024 on Wednesday, February 28, 2024 at 6:30 p.m. at the City of Opa-locka Municipal Complex, 780 Fisherman Street, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass; Vice Mayor Natasha L. Ervin; Commissioner Veronica Williams; and Mayor John H. Taylor, Jr. Also, in attendance were: Interim City Manager Darvin Williams; Assistant City Manager Shamecca Lawson, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores. Commissioner Kelley arrived at 6:44 p.m.

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - January 10, 2024

Approved on 02/15/2024

Regular Commission Meeting Minutes - January 24, 2024

Approved on 02/15/2024

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

10. PUBLIC PRESENTATIONS:

Nelson Beaubrun, Youth Development Director
Family Christian Association of America (FCAA)
re: Youth Programs Expansion Service

11. CITIZENS' FORUM:

(Opportunity for discussion of any concerns – please limit to 3 minutes)

12. ACTION ITEMS (items from consent agenda pull list):

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A LUMP-SUM BONUS PAYMENT POLICY PURSUANT TO SECTION 215.425, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Ervin* **Approved on 02/15/2024****
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE THE NECESSARY STEPS TO REQUEST A TRAFFIC ENGINEERING STUDY FROM MIAMI-DADE COUNTY TO PLACE "NO PARKING" AND "DO NOT ENTER" SIGNAGE IN VARIOUS PROPOSED RESTRICTED AREAS WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley* **Deferred to RCM 02/28/2024****
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER 2024 IN THE FISCAL YEAR 2023-2024 BUDGET, FOR THE CITY'S MONTHLY FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley* **Deferred to RCM 02/28/2024****

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO SUBMIT AN IMPROVEMENT PLAN TO THE CITY COMMISSION FOR BOTH SEGAL PARK AND INGRAM PARK; FURTHER DIRECTING A DETAILED REPORT ON THE UTILIZATION OF THE ALLOCATED AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS FOR SAID PARKS NO LATER THAN MARCH 31, 2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley* **Deferred to RCM 02/28/2024****
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO TAKE THE REQUIRED STEPS FOR PLACEMENT OF SIGNAGE NEAR AND AROUND THE ENTRY OF THE WILMINGTON STREET CANAL; PROHIBITING THE USE OF WATERCRAFTS AND OTHER WATER ACTIVITIES WITHIN THE CITY LIMITS OF THE CANAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley* **Approved on 02/15/2024****
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR THE SEGAL PARK TRAILS PROJECT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-ONE THOUSAND, TWO HUNDRED EIGHT DOLLARS AND THIRTY CENTS (\$121,208.30), WITH A THREE THOUSAND, SEVEN HUNDRED NINETY-ONE DOLLARS AND SEVENTY CENTS (\$3,791.70) CONTINGENCY BUDGET FOR UNFORESEEN ISSUES WHICH MAY ARISE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager* **Approved on 02/15/2024****
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF EXP U.S. SERVICES, INC. TO DEVELOP A PLAN FOR A SAFE STREETS FOR ALL (SS4A) PROGRAM FOR THE CITY, PURSUANT TO RFP NO. 23-1204200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EXP U.S. SERVICES, INC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY-FIVE CENTS (\$167,774.55) AND IN THE FORM ATTACHED HERETO AS EXHIBIT**

“A”; FURTHER AUTHORIZING A PROJECT CONTINGENCY BUDGET, IN A TOTAL AMOUNT NOT TO EXCEED SIXTEEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND FORTY-FIVE CENTS (\$16,777.45); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager* **Approved on 02/15/2024**

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A PLAN TO MODIFY THE AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND MIAMI-DADE COUNTY RELATED TO A UTILITIES DEBT REPAYMENT SCHEDULE, ATTACHED HERETO AS EXHIBIT “A”; FURTHER DIRECTING THE CITY CLERK TO FORWARD A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS FOR CONSIDERATION AND APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager* **Approved on 02/15/2024****

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA’S CODE OF ORDINANCES TO ADD THE PLACEMENT OF “FUTURE AGENDA ITEMS” TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams* **Deferred to RCM 02/28/2024****

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FOUR HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$470,841.24); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 10, 2024). Sponsored by Interim City Manager **Approved on 02/15/2024****
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RE-ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 24, 2024). Sponsored by Interim City Manager**

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to discuss Agenda Item 16-B.2.

Interim City Manager Williams introduced the item and said Mr. Anathan was available to answer questions.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

Mr. Bob Anathan, Budget Administrator, read the required information into the record. He noted the final millage rate is 9.350 mills, which is a 9.39% increase over the rollback rate.

There being no additional discussion, the motion to approve the Ordinance passed by a 4-0 vote.

Vice Mayor Ervin Yes

Commissioner Williams Yes
Commissioner Bass Yes
Mayor Taylor Yes

Mayor Taylor noted for the record he voted yes but does not agree with item.

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RE-ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 24, 2024). *Sponsored by Interim City Manager***

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to discuss Agenda Item 16-B.3.

Interim City Manager Williams introduced the item and said Mr. Anathan was available to answer questions.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

Commissioner Kelley joined the meeting.

There being no additional discussion, the motion to approve the Ordinance passed by a 5-0 vote.

Vice Mayor Ervin Yes
Commissioner Williams Yes
Commissioner Bass Yes
Commissioner Kelley Yes
Mayor Taylor Yes

Mayor Taylor noted for the record he voted yes but does not agree with item.

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT “A”; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 24, 2024). *Sponsored by Interim City Manager***

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

It was moved by Commissioner Bass, seconded by Commissioner Williams, to discuss Agenda Item 16-B.4.

Interim City Manager Williams introduced the item and said Mr. Anathan was available to answer questions.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

There being no additional discussion, the motion to approve the Ordinance passed by a 5-0 vote.

Vice Mayor Ervin Yes
Commissioner Williams Yes
Commissioner Bass Yes
Commissioner Kelley Yes
Mayor Taylor Yes

There was a consensus to defer all remaining items to the February 28, 2024 Regular Commission Meeting at 7:00 p.m.

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

20. OFFICIAL BOARD APPOINTMENTS:

21. ADJOURNMENT:

City Attorney Burnadette Norris-Weeks announced a closed-door Executive Session will be held on March 4, 2024 at 5:00 p.m. in the matter: City of Opa-locka v. Wolfson, Case No. 2021-021307-CA-01

There being no further business to come before the City Commission, the meeting adjourned at 6:40 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk



Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PURDUE, P.E.
SECRETARY

For Immediate Release

March 4, 2024

Contact: Tish Burgher

(305) 470-5277 | Tish.Burgher@dot.state.fl.us

Full Closure of Dunad Avenue for Railroad Crossing Reconstruction, March 15 to March 20

MIAMI, Fla. – The South Florida Regional Transportation Authority (SFRTA) in coordination with the Florida Department of Transportation (FDOT), will close Dunad Avenue from Ali Baba Avenue to Burlington Street starting at 7 p.m. Friday, March 15, through 5 a.m. Wednesday, March 20, weather permitting.

This detour is being established to allow workers to rehabilitate the railroad crossing. During this closure, all traffic will be detoured away from the crossing and directed to follow signs to alternate local streets. Traffic will be detoured as follows:

Southbound Detour:

- Use Ali Baba Avenue and Turn right on Opa-Locka Boulevard
- Turn right on Burlington Street

Northbound Detour:

- Use Burlington Street and turn left on Opa-Locka Boulevard
- Turn left on Ali Baba Avenue

Please note that this schedule may change due to bad weather or other unforeseen conditions.

For more information, please contact FDOT's Public Information Office at (305) 470-5349, or the FDOT Consultant Project Manager Javier Hurtado at (305) 470-5166, or by email at Javier.Hurtado@dot.state.fl.us.

Drivers are encouraged to log on to www.fl511.com before they travel to get real-time traffic and lane closure information. The Florida Department of Transportation (FDOT) reminds motorists to always drive safely and avoid distractions while driving. Remember to put down cell phones. Florida law restricts motorists from using a wireless device in a school zone or an active construction zone.

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www.southflroads.com | [@MyFDOT_Miami](https://www.facebook.com/MyFDOTMiami) | [Facebook.com/MyFDOTMiami](https://www.facebook.com/MyFDOTMiami)

The Florida Department of Transportation's mission is to provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity, and preserves the quality of the state's environment and communities. The department is committed to building a transportation system that not only fits the current needs of Florida's residents and visitors, but also enhances mobility throughout the state to accommodate its consistent and rapid growth. The unique nature of the Sunshine State and its year-round warm climate provides numerous opportunities to achieve the department's mission through multiple transportation modes including highways/streets, air, rail, sea, spaceports, transit, and the ever-expanding deployment of bicycle & pedestrian facilities.

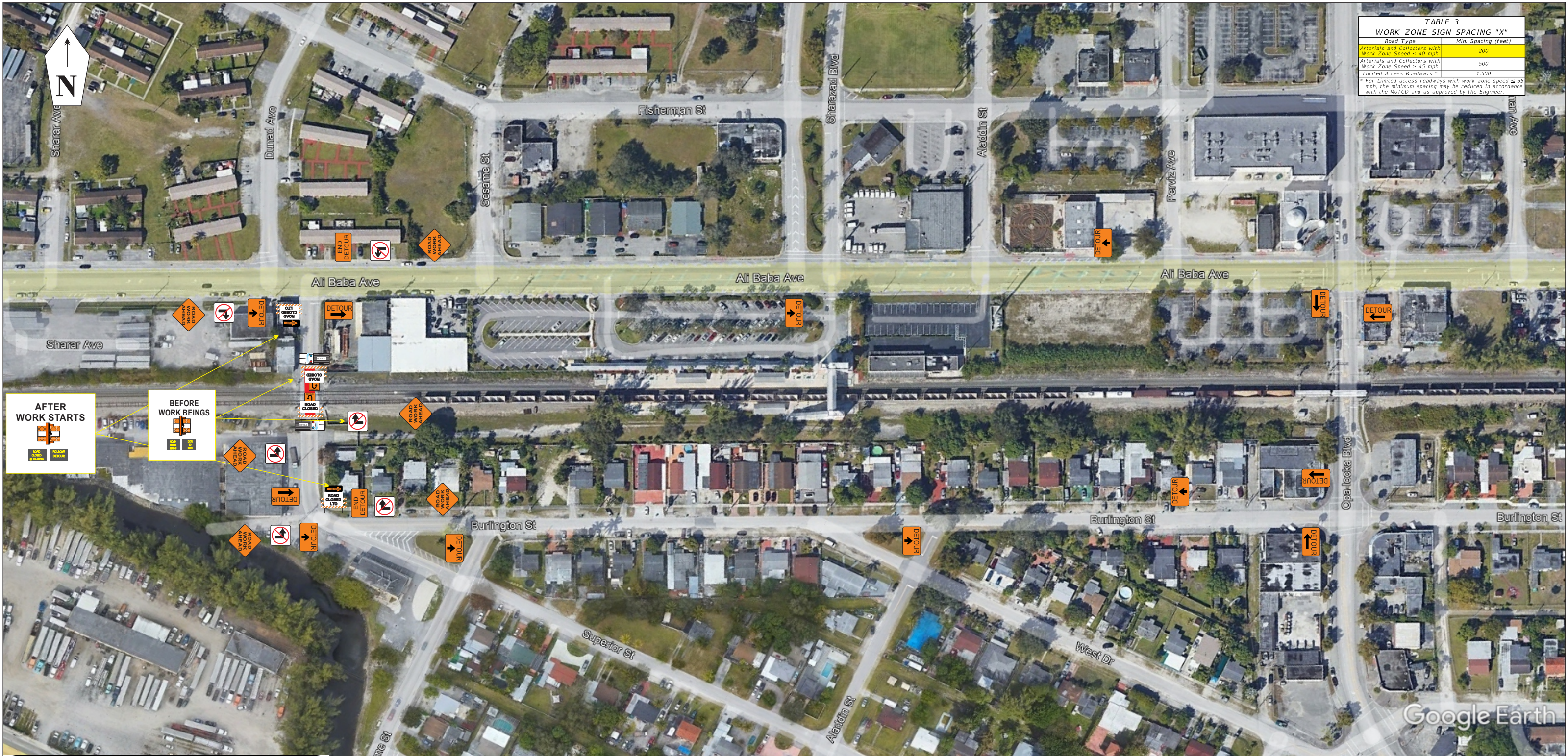


TABLE 3 WORK ZONE SIGN SPACING "X"	
Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways *	1,500

* For Limited access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.



This Certifies that
ROOSEVELT BYNES

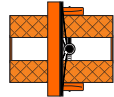
Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 01/14/2026 Certificate # 80573
Instructor: Paul Arenth FDOT Provider # 134

A&SW Consultants, Inc.
Phone: 386-788-9899
5545 Benchmark Lane
Sanford, FL 32773
www.FloridaMOT.com
nicolle@aswconsultants.com



MOT SHALL COMPLY WITH THE FDOT DESIGN STANDARDS AND THE MUTCD



OVERVIEW
REFERENCE INDEXES TA-20
FOR SET-UP DETAILS

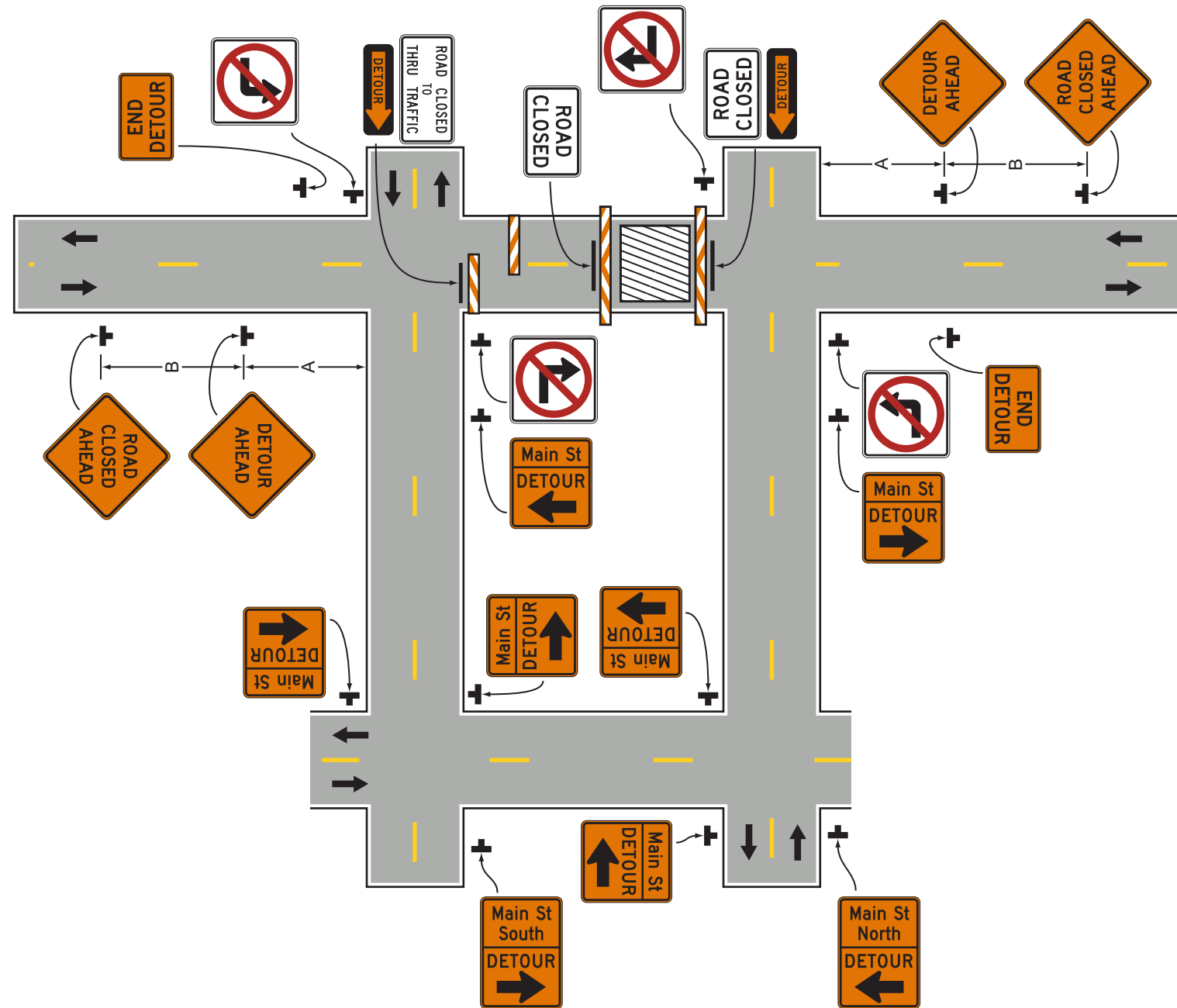
**DUNAD AVE
MIAMI, FLA**

NOTE:
CONTRACTOR TO MAINTAIN
ROAD CLOSURE EQUIPMENT
AT ALL TIMES DURING WORK HOURS



USE THIS INDEX
AS REFERENCE
ONLY

Figure 6H-20. Detour for a Closed Street (TA-20)



NOTE: SEE TABLES 6H-2 AND 6H-3 FOR THE MEANING OF THE SYMBOLS AND / OR LETTER CODES USED IN THIS FIGURE

Typical Application 20

See Tables 6H-2 and 6H-3



This Certifies that
ROOSEVELT BYNES

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced (Refresher) Course.

Date Expires: 01/14/2026
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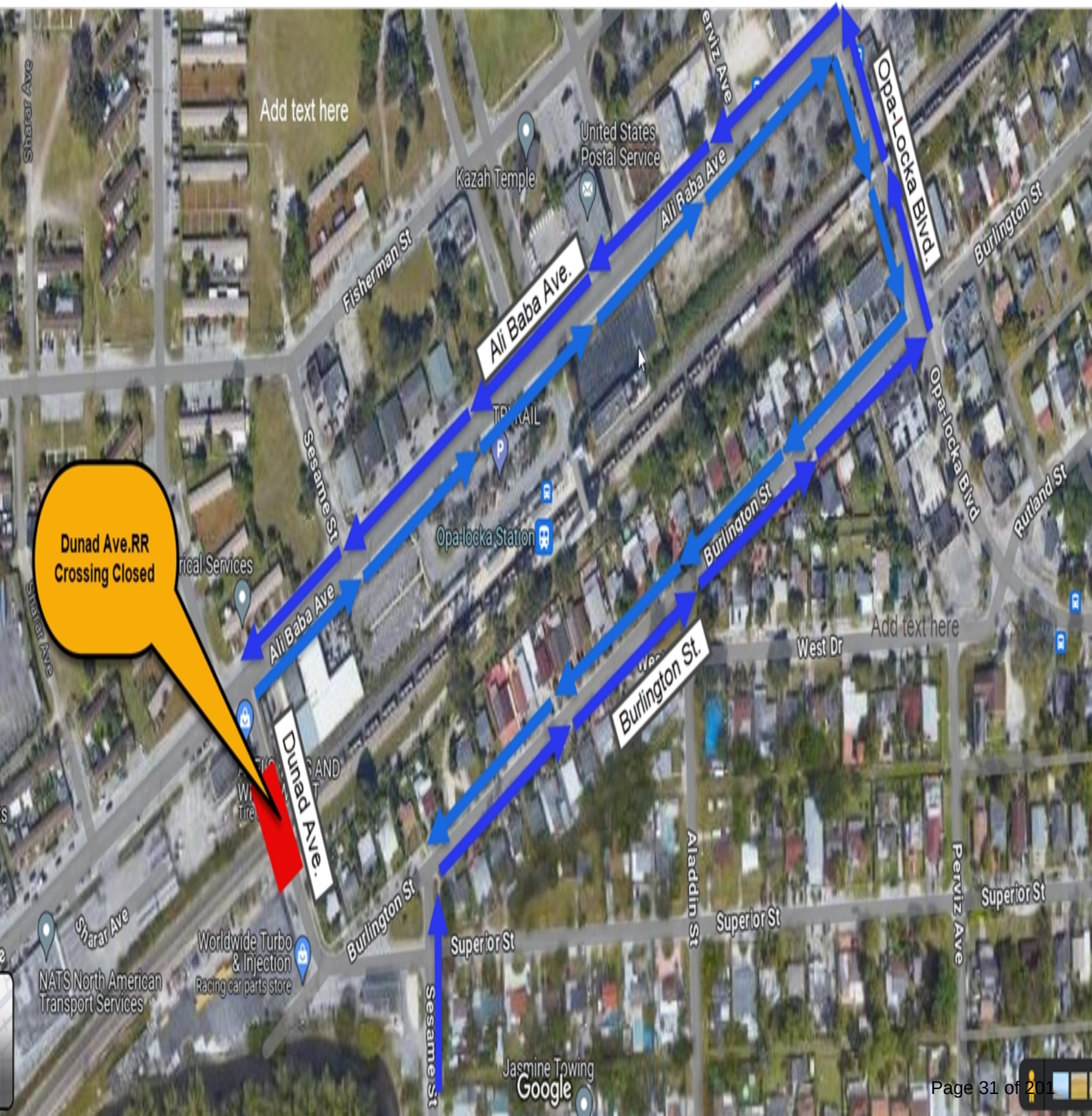
MOT SHALL COMPLY WITH THE FDOT DESIGN STANDARDS AND THE MUTCD
OVERVIEW
REFERENCE INDEXES TA-20
FOR SET-UP DETAILS



MIAMI, FLA

NOTE:
CONTRACTOR TO MAINTAIN
ROAD CLOSURE EQUIPMENT
AT ALL TIMES DURING WORK HOURS





Add text here

United States
Postal Service

Kazah Temple

Fisherman St

Perviz Ave

Ali Baba Ave

Opa-locka Blvd.

Burlington St

Ali Baba Ave.

TRAIL

Sesame St

Opa-locka Station

Burlington St

Opa-locka Blvd

Rutland St

Dunad Ave. RR
Crossing Closed

ical Services

Ali Baba Ave

West Dr

Add text here

Burlington St

Dunad Ave.

Burlington St

Superior St

Aladdin St

Superior St

Perviz Ave

Superior St

NATS North American
Transport Services

Worldwide Turbo
& Injection
Racing car parts store

Jasmine Towing
Google

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO INSTALL SIGNAGE AT ALL CITY PARKS AND IDENTIFIED AREAS SET FORTH IN EXHIBIT "A" HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires that the park locations and certain other identified areas be have signage that is uniform throughout the city and conspicuous; and

WHEREAS, signage for the areas set forth in Exhibit "A" must contain the names of the designated area, address, hours of operation (if applicable), as well as display the City's seal; and

WHEREAS, installation of signage shall take place at the following areas: set forth in Exhibit "A" to include: Sherbondy Park, Ingram Park, Segal Park, Rose Tydus Prayer Garden (Butterfly Garden), Coachman Gardens, Kaboom Park; and

WHEREAS, funding for each sign shall not exceed One Thousand, Two Hundred Dollars (\$1,200.00) as Sherbondy Park already currently has a sign and therefore the total signage budget shall not exceed Six Thousand Dollars (\$6,000.00). The costs shall be paid from Parks & Recreation Division account #72-572630, Improvements Other than Building, which has a current available balance of Seventy-Three Thousand, Four Hundred Dollars (\$ 73,466.00); and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to direct the Interim City Manager to install signage at all parks and other areas identified in Exhibit "A" attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to install signage at all City parks and identified areas as set forth in Exhibit "A" hereto.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

EXHIBIT "A"

Sherbondy Park

Ingram Park

Segal Park

Rose Tydus Prayer Garden (Butterfly Garden)

Coachman Gardens

Kaboom Park



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	Mar 13, 2024		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Financial Impact		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	Mayor Taylor		Department: City Manager's Office	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka, FL directing the Interim City Manager to install signs at all parks and green spaces throughout the City of Opa-locka.

Staff Summary:

The Parks and Receptions Department is seeking additional beautification by installing signage in the City's parks and green areas. All Signs shall be uniform and posted in a conspicuous location visible to residents & visitors. Signs must contain Park or Green Space name, address, hours of operation (if applicable) and City Seal. The following locations are recommended for inclusion of installation:

- Sherbondy Park
- Ingram Park
- Segal Park
- Rose Tydus Prayer Garden (Butterfly Garden)
- Coachman Gardens
- Kaboom Park

Financial Impact: Funding for each sign shall not exceed \$1200; times 5 total signs (Sherbondy already has one) therefore the budget should not exceed \$6,000.00. This expense will be allocated to the Parks & Recreation Division account 72-572630; Improvements Other than Building, which has a current available balance of \$ 73,466.

Proposed Action:

Staff recommends the City Commission approve the installation of signage at all parks and green spaces throughout the City of Opa-locka.

Attachment:

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A FIRST RESPONDERS MENTAL HEALTH INITIATIVE MEMORANDUM OF UNDERSTANDING WITH THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE (MDCACP) FOR THE ESTABLISHMENT OF A REGIONAL FIRST RESPONDER PEER SUPPORT TEAM PROGRAM AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Opa-Locka Police Department is seeking authorization to enter the First Responders Mental Health Initiative Memorandum Of Understanding (MOU) with the Miami-Dade County Association of Chiefs of Police (MDCACP); and

WHEREAS, through the MOU, the parties would agree to partner for the establishment of a Regional First Responder Peer Support Team Program for first responders and their families; and

WHEREAS, the Regional First Responder Peer Support Team Program will provide the Opa-Locka law enforcement community and their families certain support needed to constructively navigate through personal and professional struggles; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to authorize the Interim City Manager to enter into an agreement with the Miami-Dade County Association of Chiefs Of Police (MDCACP) for the establishment of the First Responder Mental Health Wellness Initiative to promote trust, allow anonymity, and preserve confidentiality, while providing support to the Opa-Locka Law Enforcement personnel and their families consistent with the terms of the MOU form attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City

Manager to enter into a mental health initiative Memorandum of Understanding with the Miami-Dade County Association of Chiefs of Police (MDCACP) for the establishment of a regional first responder peer support team program consistent with the terms and conditions set forth in Exhibit "A" hereto.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this ____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Police Chief Kenneth D. Ottley	Department Director Signature:	DocuSigned by: DocuSigned by: C40C07C1E8DE492...							
City Manager:	Darvin Williams	CM Signature:								
Commission Meeting Date:	March 13, 2024	Item Type: (Enter X in box)	Resolution X	Ordinance	Other					
Fiscal Impact: (Enter X in box)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Yes	No		X	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
Yes	No									
	X									
		Public Hearing: (Enter X in box)	Yes	No	Yes	No				
Funding Source: Account# :	(Enter Fund & Dept) Ex: None	Advertising Requirement: (Enter X in box)	Yes		No X					
Contract/P.O. Required: (Enter X in box)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Yes	No		X	RFP/RFQ/Bid#:				
Yes	No									
	X									
Strategic Plan Related (Enter X in box)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> </table>	Yes	No	X		Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) To enhance public safety.			
Yes	No									
X										
Sponsor Name	City Manager	Department: Police Department	City Manager							

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE (MDCACP) – FIRST RESPONDER MENTAL HEALTH WELLNESS INITIATIVE TO PROMOTE TRUST, ALLOW ANONYMITY, AND PRESERVE CONFIDENTIALITY, WHILE PROVIDING SUPPPORT TO THE OPA-LOCKA LAW ENFORCEMENT PERSONNEL AND THEIR FAMILIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Opa-locka Police is seeking authorization to enter the First Responders Mental Health Initiative Memorandum Of Understanding (MOU) as established by the Miami-Dade County Association of Chiefs of Police (MDCACP). Through the MOU, agencies will partner with each other and the MDCACP to establish and staff the Regional First Responder Peer Support Team Program.

The Regional First Responder Peer Support Team Program will provide the Opa-locka law enforcement community and their families the support needed to constructively navigate through personal and professional struggles. The emphasis of the Program will be supporting first responders' ability to struggle well and thrive through trauma and challenges in their professional and personal lives.

Financial Impact: There is no financial impact.

Proposed Action:

Staff recommends the Commission approve this resolution and authorize the Interim City Manager to sign the MOU with MDCACP Miami, Florida.

Attachment:

1. Letter from MDCACP outing the Memorandum of Understanding – First Responders Mental Health Initiative.
2. Memorandum of Understanding
3. Florida Statue 111.09

MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE



AFFILIATES

U.S. DHS - ATF
U.S. DHS - AIR MARSHALS
U.S. DHS - BORDER PATROL
U.S. DHS - COAST GUARD
U.S. CUSTOMS OFFICE
U.S. DHS - DEA
U.S. DHS - DSS
U.S. DHS - FBI
U.S. DHS - ICE
U.S. DHS - MARSHALS SERVICE
U.S. DHS - POSTAL INSPECTION
U.S. DHS - SECRET SERVICE
AVENTURA POLICE
BAL HARBOUR POLICE
BAY ISLANDS HARBOR POLICE
BISCAYNE PARK POLICE
MIAMI POLICE
CORAL GABLES POLICE
DORAL POLICE
EL PORTAL POLICE
FIU POLICE
FLORIDA CITY POLICE
GOLDEN BEACH POLICE
HIALEAH GARDENS POLICE
HIALEAH POLICE
HOMESTEAD POLICE
INDIAN CREEK PUBLIC SAFETY
KEY BISCAYNE POLICE
MEDLEY POLICE
MIAMI POLICE
MIAMI BEACH POLICE
MIAMI GARDENS POLICE
MIAMI-DADE POLICE
M-D DEPT. OF CORRECTIONS
M-D SCHOOL POLICE
MDC PUBLIC SAFETY DEPT.
MDC SCHOOL OF JUSTICE POLICE
MIAMI SHORES POLICE
MIAMI SPRINGS POLICE
MICCOSUKEE TRIBAL POLICE
NORTH BAY VILLAGE POLICE
NORTH MIAMI POLICE
NORTH MIAMI BEACH POLICE
OPA-LOCKA POLICE
PINECREST POLICE
SOUTH MIAMI POLICE
SUNNY ISLES BEACH POLICE
SURFSIDE POLICE
SWEETWATER POLICE
UNIVERSITY OF MIAMI POLICE
VIRGINIA GARDENS POLICE
WEST MIAMI POLICE
STATE ATTORNEY'S OFFICE
SFML STRIKE FORCE
LEO FOUNDATION
SO FLORIDA SHOMRIM SOCIETY
FL DEPT. OF LAW ENFORCEMENT
FLORIDA HIGHWAY PATROL
FL FISH & WILDLIFE COMMISSION

P.O. BOX 531045
MIAMI SHORES, FL 33153

Dear Colleagues,

It is my pleasure to announce that we are in the final stages of approving a Memorandum of Understanding (MOU) for agencies to be part of the Miami-Dade County Association of Chiefs of Police – First Responder Mental Wellness Initiative. Through the MOU agencies will partner with each other and the MDCACP to establish and staff the Regional First Responder Peer Support Team Program.

The Regional First Responder Peer Support Team Program will provide the Miami-Dade law enforcement community and their families the support needed to constructively navigate through personal and professional struggles. The emphasis of the Program will be on supporting first responders' ability to struggle well and thrive through trauma and challenges in their professional and personal lives.

Attached you will find a copy of the MOU that has been reviewed and approved by the Miami-Dade County Association of Chiefs of Police (MDCACP) Executive Board.

Please have your respective governmental representatives review the language. If any changes are required, please return the changes so that they can be reviewed and discussed further for possible incorporation.

If there are any amendments, a revised MOU will be distributed for final review.

Once the MOU is finalized, please provide me with a fully executed signature page. After all participating agencies have completed and returned their signature page, we will integrate all documents, including the signature page of the First Responder Mental Wellness Initiative [Program] Director to the agreement. Copies of the fully executed MOU will then be distributed for your records.

I appreciate the fact that this process is time consuming and you are all busy; however, I ask that you address this with your representatives in a timely manner due to the importance of this program and its potential life-saving impact on our law enforcement community.

If you have any questions or concerns, please contact me or a MDCACP Board member.

Regards,

Rene Landa
Chief of Police
South Miami Police Department

CHIEF DELMA K. NOEL PRATT
PRESIDENT
DEPUTY CHIEF SAMUEL BEJAR
VICE PRESIDENT
MAJOR PETE DELGADO
SECRETARY
CHIEF LUIS CABRERA
TREASURER
RET. CHIEF IRVING HELLER
SERGEANT AT ARMS
CHIEF RENÉ G. LANDA
PAST PRESIDENT

MEMORANDUM OF UNDERSTANDING
BETWEEN THE MIAMI-DADE COUNTY ASSOCIATION OF CHIEFS OF POLICE (MDCACP)
– FIRST RESPONDER MENTAL WELLNESS INITIATIVE

AND

PARTNER LAW ENFORCEMENT AGENCY

This Memorandum of Understanding (MOU), by and between The Miami-Dade County Association of Chiefs of Police (referred to herein as the “MDCACP”) – First Responder Mental Wellness Initiative and Miami-Dade county area law enforcement agencies (referred to herein as “Partner Agency”), establishes a relationship between MDCACP and Partner Agencies under which the Partner Agencies shall consent to agency members participation in the Regional First Responder Peer Support Team Program (referred to herein as “Program”).

The Program has been created to promote trust, allow anonymity, and preserve confidentiality, while providing support to participating Miami-Dade county area law enforcement agency personnel and their families. Additionally, Partner Agencies may utilize the Program to support personnel responding to and/or involved in traumatic events such as, but not limited to, police involved shooting, mass casualty incidents, natural disasters, death investigations, and personnel traumatic events.

Miami-Dade County has over 30 law enforcement agencies employing thousands of individuals that may seek support services for a variety of issues. In many cases, the perceived stigma of going to a therapist is a deterrent to people in need of support. The Program allows for first responders, their families and agency employees to access support from trusted sources that are confidential and known.

Whereas the parties agree that it is in their best interest and in the best interest of the Miami-Dade county area first responders, their families and agency employees to participate in the Program.

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES, AS FOLLOWS:

- 1) That the Parties hereby approve this agreement
- 2) That the Parties hereby authorize their joint participation in the Program under the conditions set herein.

I. Program Organization

The Program shall have a defined hierarchy in order to establish lines of communication and a chain-of-command. The following is the hierarchy that the Program has established to accomplish the Program's goals:

- First Responder Mental Wellness Initiative Director – (MDCACP)
- Program Advisory Committee
- Licensed Clinical Director
- Program Coordinator – Program Coordinator Assistant
- First Responder Peer Support Team Leader(s)
- First Responder Peer Support Team Member

The First Responder Mental Wellness Initiative [Program] Director shall be appointed by the President and Executive Board Members of MDCACP.

The Licensed Clinical Director shall be appointed by the First Responder Mental Wellness Initiative Director in consultation with the Program Advisory Committee. The final decision shall rest with the First Responder Mental Wellness Initiative Director.

The Clinical Director shall be licensed in the state of Florida and be in good standing with the licensing body.

Advisory Committee members shall be appointed by the First Responder Mental Wellness Initiative Director, in consultation with the Executive Board of the MDCACP. The final decision shall rest with the First Responder Mental Wellness Initiative Director.

Advisory Committee members shall elect the Committee Chair and Co-chair.

The Program Coordinator shall be appointed by the members of the Advisory Committee in consultation with the First Responder Mental Wellness Initiative Director.

The Program Coordinator Assistant shall be chosen by the Program Coordinator in consultation with the Advisory Committee. The final decision will rest with the Advisory Committee.

First Responder Peer Support Team Leader(s) shall be chosen by the Advisory Committee in consultation with the Program Coordinator, and the First Responder Mental Wellness Initiative Director.

First Responder Peer Support Team Member(s) shall be chosen by the Advisory Committee in consultation with the Program Coordinator. The final decision rests with the Program Coordinator.

Recommendations for First Responder Peer Support Team membership shall be considered on a case-by-case basis; however, the final appointments shall be decided as outlined above.

All Program members shall comply with confidentiality requirements pursuant to Florida Statutes §111.09.

The Florida licensed Clinical Director shall comply with all rules, regulations, and laws pursuant to the licensing body, and the state of Florida.

All public records requests for information related to the Program and/or program activities shall be referred to the Program Coordinator who is also the Program's records custodian.

II. Program Responsibilities

The Program mission is to support members of the first responder community, encompassing a range of activities and interactions between people who share similar experiences. The connection between a First Responder Peer Support Team Member and the person(s) seeking assistance promotes healing and inspires hope. First Responder Peer support offers a level of acceptance, understanding, and validation not found in many other professional relationships.

By sharing their own lived experience and practical guidance, a First Responder Peer's support helps people to develop their own goals, create strategies for self-empowerment, and take concrete steps towards building fulfilling, self-determined lives for themselves.

The First Responder Peer can help break down barriers of experience and understanding, as well as power dynamics that may get in the way of working with other members of a treatment team.

The First Responder Peer's role is to assist law enforcement community personnel and their families find and follow their own recovery paths, without judgment, expectation, rules, or requirements.

The Program Advisory Committee in collaboration with the Clinical Director and Program Director shall approve training programs for participating First Responder Peers.

Training shall include Train-the-Trainer programs to facilitate member training and mitigate training expenses, when possible.

The Program Coordinator shall be responsible for the day-to-day operations including but not limited to, collection of relevant data, records requests (records custodian), reporting to the Advisory Committee, meeting with First Responder Peer Support Team Leader(s), and coordination of peer support activities as needed.

The Program Advisory Committee shall meet on a monthly basis to discuss matters related to the viability of the Program, including but not limited to, financial issues, and collection of data to evaluate the mental health and other resources needed to accomplish the Program's mission. The Advisory Committee shall report to the Program Director and make recommendations based on the information discussed during the monthly meetings that impact the effectiveness and efficiency of the program.

The Program Advisory Committee Chairperson may call for ad hoc meetings to discuss matters of imminent importance if necessary.

All Program members involved in support activities shall comply with the provision on confidentiality pursuant to Fla. Stat §111.09. Any breach of confidentiality in violation of the provisions in Fla. Stat §111.09, shall result in immediate removal of the member from the Program.

III. Partner Agency Responsibility¹

Partner Agencies agree to assign a liaison that can communicate, when needed, with members of the Program and has the authority to make decisions about an agency's Peer Support Team Member's response and participation, in consultation with the agency head (Chief).

¹ The First Responder Mental Wellness Initiative is currently an unfunded program; however, efforts to solicit grants and other funding sources are being considered. Responsibility for the cost of training and other program related expenses may be incurred by the Partner Agency, if outside funding efforts are not successful, or until funding is obtained. Any monies obtained from grants or other funding sources will be managed for the benefit of the Program via an inclusive and transparent process that will be developed for that purpose by the Program stakeholders.

The liaison is not considered a Program member and shall not be involved in support services.

The agency head shall select personnel from within their agency for consideration as Program members. Agency heads may recommend/select employees that have a flexible work schedule in order to provide accessibility when needed. Final selection of members rests with the Advisory Committee as stated above.

In the event the Partner Agency member suffers an injury while conducting Program related support activities, workers compensation will be the responsibility of the Partner Agency and the appropriate municipal governmental agency and/or political subdivision.

In the event there are any allegations of wrongdoing by a Partner Agency member, during their participation in any support activities, the Partner Agency shall be responsible to investigate the allegations pursuant to the Partner Agency's internal investigation directives. Other Program members may be asked to provide statements; however, any statement will be subject to the limitations pursuant to Fla. Stat §111.09.

The Partner Agency shall be responsible for any overtime expenses incurred by the participating Partner Agency member, as agreed upon by the agency or consistent with contractual obligations, such as but not limited to, collective bargaining agreements.

Partner Agencies shall be responsible for any training expenses, related to the Program, incurred by participating agency members.

Partner Agencies shall be responsible for any travel expenses, related to the Program, incurred by participating agency members.

At no time shall a Partner Agency's representative(s) (employees) request or divulge information about Program support activities or communications that are confidential in nature, pursuant to Fla. Stat. §111.09, or any other rule, regulation, or law that makes licensed clinician information privileged, confidential and exempt from public records disclosure.

A First Responder Peer Support Team member may be deactivated by his or her agency head or designee for operational necessity or disciplinary action, at any time. The agency head or designee shall notify the Program Coordinator as soon as possible so that the Program can replace the First Responder Peer Support Team member.

First Responder Peer Support Team members shall not be assigned to the Partner Agency's internal affairs unit.

Program Members may be drawn from both a Partner Agencies sworn and non-sworn employees.

At no time shall a Program Member be asked to divulge information about a peer support communication unless the circumstances for the release of information is specifically outlined in Fla. Stat. §111.09.

IV. Liability

The Parties to this MOU agree to assume responsibility for the acts, omissions, or conduct of such Party's own employees while participating herein and pursuant to this MOU subject to the

provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this MOU.

Fla. Stat. §111.09 establishes the limitations of liability for Program members regarding divulging information related to peer support communications. No Program Member shall divulge information provided during a peer support communication unless specifically pursuant to the exceptions outlined in Fla. Stat. §111.09.

V. Terms of Agreement

This agreement shall be in full force and effect from the date of full execution by the parties and shall continue for a period of three (3) years. At the expiration of the three (3) year period, the parties may renew the agreement, at which time the terms and condition may be amended.

Any amendment(s) to this agreement prior to the expiration of the three (3) year period can only become effective if all parties to the agreement agree to the amendment(s) in writing prior to the amendment(s) becoming effective.

Notwithstanding the above, this agreement may be terminated by either the Partner Agency or the First Responder Mental Wellness Initiative Director upon thirty (30) days written notice.

VI. Entirety of the Agreement

This agreement shall be governed by the terms and conditions set in this document and any rules, regulations, and laws of the State of Florida.

The Partner Agencies and the First Responder Mental Wellness Initiative Director and Program Members, agree that this agreement contains the entirety of the agreement between the parties as to the matters contained herein. It is further agreed that any oral representation or modifications concerning this agreement shall be of no force or effect, and that this agreement may be modified, altered, or amended only by written amendment duly executed by all parties hereto and their authorized representatives.

Signature Pages Below

111.09 Peer support for first responders.—

(1) For purposes of this section, the term:

(a) “Affiliated first responder organization” includes, but is not limited to, any of the following organizations:

1. Regularly organized volunteer firefighting departments or associations.
2. Regularly organized volunteer ambulance services.
3. Combination fire departments, as that term is defined in s. [633.135\(1\)](#).

(b) “First responder” has the same meaning as provided in s. [112.1815](#) and includes 911 public safety telecommunicators as defined in s. [401.465](#).

(c) “First responder peer” means a person who:

1. Is not a health care practitioner as defined in s. [456.001](#).
2. Has experience working as or with a first responder, including active, volunteer, and retired first responders, regarding any physical or emotional conditions or issues associated with the first responder’s employment.
3. Has been designated by the first responder’s employing agency or affiliated first responder organization to provide peer support as provided in this section and has received training for this purpose.

(d) “Peer support” means the provision of physical, moral, or emotional support to a first responder by a first responder peer for the purpose of addressing physical or emotional conditions or other issues associated with being a first responder.

(e) “Peer support communication” means electronic, oral, or written communication, made with a mutual expectation of confidentiality while a first responder peer is providing peer support in his or her official capacity.

(2) A first responder peer may not divulge information from or testify about a peer support communication in a civil, criminal, administrative, or disciplinary proceeding, unless:

(a) The first responder peer is a defendant in a civil, criminal, administrative, or disciplinary proceeding arising from a complaint filed by the first responder who was a party to the peer support communication, in which case such information may be divulged but is limited to the scope of the proceeding;

(b) The first responder who was a party to the peer support communication agrees, in writing, to allow the first responder peer to testify about or divulge information related to the peer support communications;

(c) Based on the peer support communications, the first responder peer suspects that the first responder who was a party to the peer support communications has committed a criminal act or intends to commit a criminal act. There is no liability on the part of, and no cause of action of any nature may arise against, the first responder peer for disclosing information under this paragraph; or

(d) There are articulable facts or circumstances that would lead a reasonable, prudent person to fear for the safety of the first responder who was a party to the peer support communication, another person, or society, and the first responder peer communicates the information only to a potential victim and law enforcement or other appropriate authorities. There is no liability on the part of, and no cause of action of any nature may arise against, the first responder peer for disclosing information under this paragraph.

(3) This section does not limit the disclosure, discovery, or admissibility of information, testimony, or evidence that is obtained by a first responder peer from a source other than a first responder through a peer support communication.

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK SOURCEWELL COOPERATIVE PROGRAM AGREEMENT #081419-SHI WITH SHI INTERNATIONAL CORP. FOR THE PROVISION OF VARIOUS HARDWARE AND SOFTWARE PRODUCTS AND EQUIPMENT, IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Information Technology Department of the City of Opa-Locka, Florida is in need of various hardware and software products and equipment; and

WHEREAS, the City Commission of the City of Opa-Locka adopted Resolution No. 23-076, which authorized the purchase of IT software and hardware for Fiscal Year 202-2023 through the Sourcewell Cooperative Purchasing Agreement; and

WHEREAS, the City of the City of Opa-Locka's licenses for the Microsoft Office 365 Suite software is set to expire in March 2024 and requires immediate renewal. Therefore, the Information Technology Department is seeking approval to piggyback the Sourcewell Cooperative Agreement with SHI International to purchase the essential software that remains vital to the City of Opa-Locka 's daily operations. This software is used by all City staff to communicate electronically both internally and externally; and

WHEREAS, through the utilization of Sourcewell information, the City of Opa-Locka ("City") has again identified SHI International as a provider to render these goods and/ or services; and

WHEREAS, this software will assist the IT Department with the migration of the Opa-Locka Police Department from the use of Google email (G-Suite) to Microsoft Office 365 Suite in alignment with the remainder of the City; and

WHEREAS, the expenditure shall not exceed the amount of Seventy-Five

Thousand Dollars (\$75,000.00); and

WHEREAS, Sourcewell previously awarded a contract to SHI International Corp., attached as Exhibit “A”, pursuant to its Request for Proposals (RFP) No. 081419 for Technology Catalog Solutions, for a three-year period commencing October 30, 2020 through October 30, 2023, with the option for an extension of up to one additional one-year period upon request of Sourcewell and with written agreement by SHI. On November 17, 2022, SHI and Sourcewell agreed to extend the contract for an additional period, with a new contract expiration date of October 30, 2024 ; and

WHEREAS, SHI is a privately owned provider of technology products and services, headquartered in Somerset, NJ at 290 Davidson Ave. Somerset, NJ 08873. Contractor has customers in the academic, corporate, enterprise, and public sector. Contractor helps organizations around the world achieve their business and technology goals through the delivery of integrated solutions, services and IT equipment; and

WHEREAS, pursuant to Section 2-318 (3) of the City's Purchasing Code allows for purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. The City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, SHI’s quote is based on the Sourcewell Cooperative Program, which is a purchasing cooperative created by the Minnesota legislature which serves as the basis for piggybacking contracts for hundreds of agencies across the nation; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the Sourcewell contract #081419-SHI with SHI International Corp., in order to benefit from already negotiated rates and enter into an agreement with Contractor for various hardware and software products and equipment, in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00).

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. **Adoption of Representations.** The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. **Authorization.** The City Commission hereby authorizes the Interim City Manager to piggyback the Sourcewell contract #081419-SHI with SHI International Corp,

to purchase various hardware and software products and equipment, in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00).

Section 3. **Scrivener's Errors.** Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. **Effective Date.** This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____e



City of Opa-locka Agenda Cover Memo

Department Director:	Phil Walker		Department Director Signature:			
City Manager:	Darvin Williams		CM Signature:			
Commission Meeting Date:	Mar 13, 2024		Item Type:	Resolution	Ordinance	Other
			(Enter X in box)	X		
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No	Yes No
				X		
Funding Source: Account# :	(Enter Fund & Dept) See Financial Impact		Advertising Requirement: (Enter X in box)	Yes		No
						X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
		X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
	X					
Sponsor Name	City Manager		Department: City Manager's Office	City Manager		

Short Title:

A resolution authorizing the Interim City Manager to purchase Information Technology software from SHI International Corp in an amount not to exceed \$75,000.

Staff Summary:

History- The City Commission adopted Resolution No.23-076 which authorized the purchase of IT software and hardware for FY23 through the Sourcewell Cooperative Purchasing Agreements.

Current Activity- The City's licenses for the Microsoft Office 365 Suite software is set to expire in March 2024 and requires immediate renewal. Therefore, the Information Technology Department is seeking approval to piggyback the Sourcewell Cooperative Agreement with SHI International to purchase the essential software that remains vital to the City's daily operations. This software is used by all City staff to communicate electronically both internally and externally. Through the utilization of Sourcewell information, the city has again identified SHI International as a provider to render these goods and/ or services. This software will

assist the IT Department with the migration of the Opa-Locka Police Department from the use of Google email (G-Suite) to Microsoft Office 365 Suite in alignment with the remainder of the City. The expenditure shall not exceed the amount of \$75,000.

Financial Impact: Funding not to exceed \$75,00 for this item will be charged between IT's Software Account 85-512528; FY24 budget of \$840,341 and currently has \$610,895 available as well the Police Departments Software Maintenance Account 26-521528; FY 24 budget of \$156,770 with current \$63,103 available. Current understanding is the split between the accounts is about 50-50%. The Police Department's allocation will have to be covered by a Budget Amendment.

.Proposed Action:

Staff recommends the City Commission approve the Interim City Manager to purchase Information Technology hardware and software with SHI International Corp in an amount not to exceed \$75,000.

Attachment:

Sourcwell Cooperative Purchasing Documentation.

Sponsored by: Interim City Manager

RESOLUTION NO. 23-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK SOURCEWELL COOPERATIVE PROGRAM AGREEMENT #081419-SHI WITH SHI INTERNATIONAL CORP. FOR THE PROVISION OF VARIOUS HARDWARE AND SOFTWARE PRODUCTS AND EQUIPMENT, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED NINETY THOUSAND DOLLARS (\$690,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Information Technology Department of the City of Opa-Locka, Florida is in need of various hardware and software products and equipment; and

WHEREAS, Sourcewell previously awarded a contract to SHI International Corp., attached as Exhibit "A", pursuant to its Request for Proposals (RFP) No. 081419 for Technology Catalog Solutions, for a three-year period commencing October 30, 2020 through October 30, 2023, with the option for an extension of up to one additional one-year period upon request of Sourcewell and with written agreement by SHI. On November 17, 2022, SHI and Sourcewell agreed to extend the contract for an additional period, with a new contract expiration date of October 30, 2024 ; and

WHEREAS, SHI is a privately owned provider of technology products and services, headquartered in Somerset, NJ at 290 Davidson Ave. Somerset, NJ 08873. Contractor has customers in the academic, corporate, enterprise, and public sector. Contractor helps organizations around the world achieve their business and technology goals through the delivery of integrated solutions, services and IT equipment; and

WHEREAS, pursuant to Section 2-318 (3) of the City's Purchasing Code allows for purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. The City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, SHI's quote is based on the Sourcewell Cooperative Program, which is a purchasing cooperative created by the Minnesota legislature which serves as the basis for piggybacking contracts for hundreds of agencies across the nation; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the Sourcewell contract #081419-SHI with SHI International Corp., in order to benefit from already negotiated rates and enter into an agreement with Contractor for various hardware and software products and equipment, in an amount not to Six Hundred Ninety Thousand Dollars (\$690,000.00).

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

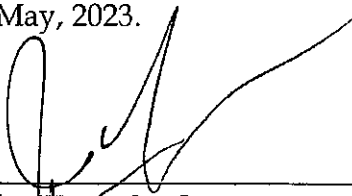
Section 1. Adoption of Representations. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Authorization. The City Commission hereby authorizes the Interim City Manager to piggyback the Sourcewell contract #081419-SHI with SHI International Corp, to purchase various hardware and software products and equipment, in an amount not to exceed Six Hundred Ninety Thousand Dollars (\$690,000.00).

Section 3. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. Effective Date. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this 24th day of May, 2023.

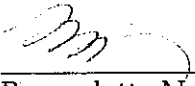


John H. Taylor Jr., Mayor

ATTEST:


Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Commissioner Williams

VOTE: 5-0

Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

IN THIS SECTION

Legal Authority

Legal Statutes

Eligible Agencies

Legal Authority

Sourcewell is a local government unit, public corporation and public agency under the laws of the state of Minnesota.

Sourcewell was created by state law as a service cooperative to provide programs and services to education and government. Sourcewell was established with the statutory purpose to assist public agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually.

As a service cooperative, Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21. All Sourcewell employees are government employees. Sourcewell is governed by an eight-member board made up of local elected officials including county commissioners, city council members, mayors, and school board members.

Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell

cooperative purchasing contracts are made available through the joint exercise of powers law Minn. Stat. § 471.59 to participating agencies.

Sourcewell clients are able to utilize cooperative purchasing contracts through similar joint powers, intergovernmental cooperation, or cooperative purchasing laws in their respective jurisdiction. Participating agencies include all eligible government, education, and nonprofit agencies nationwide and in Canada.

Additional Resources:

Sourcewell Cooperative Purchasing Program

Organizational Bylaws

Sourcewell Procurement Policy

Legal Statutes

Select a state to view additional information on regulation of cooperative purchasing in your area.

Canadian Compliance

View Statute by State

Select State

No results.

Eligible Agencies

Participation in Sourcewell is available at no-cost, no obligation, and no liability to public agencies, school districts, state colleges and universities, and local governments. Tribal governments, nonprofit organizations, and other similar entities may also participate.

Participating agencies realize timely access to competitively awarded nationally leveraged cooperative purchasing contracts through Joint Powers Agreements.

[Register as a Participating Agency](#)

Item #	Manufacturer	Part #	Product	Contract Name	Contract #	Coverage Start	Coverage End	Quantity	Your Price	Total Note
1	Microsoft	AAA-11884	O365 G3 GCC Sub Per User	Open Market	Open Market	Mar-01-2024	Feb-28-2025	120	\$251.69	\$30,202.80 E# 58850902 - Renewal - See payment schedule below
2	Microsoft	T2N-00001	O365 G5 GCC Sub Per User	Open Market	Open Market	Mar-01-2024	Feb-28-2025	10	\$415.83	\$4,158.30 E# 58850902 - Renewal - See payment schedule below
3	Microsoft	NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	Open Market	Open Market	Mar-01-2024	Feb-28-2025	130	\$0.00	\$0.00 E# 58850902 - Renewal - See payment schedule below
4	Microsoft	9EM-00270	Win Server Standard Core ALing SA, 2L	Open Market	Open Market	Mar-01-2024	Feb-28-2025	48	\$19.77	\$948.96 E# 58850902 - Renewal - See payment schedule below
Total										\$35,310.06

Item #	Manufacturer	Part #	Product	Contract Name	Contract #	Coverage Start	Coverage End	Quantity	Your Price	Total Note
1	Microsoft	AAA-11884	O365 G3 GCC Sub Per User	Open Market	Open Market			80	\$251.89	\$20,151.20 Net New EA - Budgetary Only
2	Microsoft	NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	Open Market	Open Market			80	\$0.00	\$0.00 Net New EA - Budgetary Only
3	Microsoft	BEH-00062	Win Server Standard Core ALing USA 2L	Open Market	Open Market			48	\$46.80	\$2,246.40 Net New EA - Budgetary Only
4	Microsoft	PSU-00001	Viso P2 GCC Sub Per User	Open Market	Open Market	Mar-01-2024	Feb-28-2025	70	\$139.52	\$9,766.40 Net New EA - Budgetary Only
Total										\$32,148.00

Enterprise Update Statement

Enterprise Agreement Number 01E73902

Enrollment Number 58850902

Company Name City of Opa Locka

In accordance with the terms of entity's Enterprise Agreement and Enrollment, a true-up order must be submitted for each Enrollment's anniversary (including at Enrollment expiration and prior to any renewal) to account for License quantity increases for:

- a. Qualified Desktops/Devices or Qualified Users
- b. Online Services (where permitted)
- c. Previously ordered Additional Products
- d. Products included in the Server and Cloud Enrollment or Enrollment for Core Infrastructure
- e. Products included in the Enrollment for Application Platform. Products selected with the three year true-up option must place the true-up order only upon enrollment expiration and prior to renewal.

If entity has ordered any additional quantities since its last Enrollment anniversary, this annual true-up order is still required. Entity must submit an Enterprise Update Statement for each anniversary when there has been no increase in required License quantities as described above.

- ☒ In checking this box, entity confirms that under the above referenced Enrollment, there has been no increase in the number of required Licenses not already ordered in a prior placed True Up Orders. Entity understands that it is the responsibility of the entity to ensure that all licenses installed are used according to the Enterprise Agreement and Enrollment referenced above.

Select applicable year for this Update statement: 3

Customer/Government Partner (as applicable)	
Name of Entity*	City of Opa Locka
Signature*	
Printed Name*	
Printed Title*	
Signature Date*	

* indicates required fields

**Solicitation Number: RFP#081419****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 (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 its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

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 October 30, 2023, unless it is cancelled sooner pursuant to Article 24. 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 16 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. "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 a Scope of Work. "Scope 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/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 Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Vendor warrants that the Services are free from material defects for ninety (90) days commencing with final acceptance of the Services unless otherwise specified in a SOW (the "Warranty Period"). Member 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 is provided to Vendor from the manufacturer of the Product will be passed on to the Member. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR HEREBY 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. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

3. PRICING

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

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services, and includes all costs to the Member's requested delivery location.

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 may permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members, in accordance with Vendor's Return Policy at www.shi.com/returnpolicy. Members reserve the right to inspect the Equipment and Products within 3 business days 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 subject to Vendor's Return Policy.

In the event of the delivery of nonconforming Equipment and Products, the Member 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 Member subject to Vendor's Return Policy.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members 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 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 Members.

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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract 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)
- 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. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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 Member's use of this Contract is at the Member's sole convenience and Members 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 membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members 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 Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member 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 Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member 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 Member and the Vendor 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.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member 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 Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member 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 Member inquiries; and
- Business reviews to Sourcwell and Members, 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 members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell'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 Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcwell 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.

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

C. 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.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. 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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, arising out of the Vendor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Vendor under this Contract.

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 FORESEEABLE 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. AUDITS

Sourcewell reserves the right to review the financial books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract upon thirty (30) days' advance notice to Vendor. Audits may not take place more than once during a twelve (12) month period. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. 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.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Services by Sourcewell or its Members performed by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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.

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

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

16. 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.

17. 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.

18. 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.

19. 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 thirty (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, Sourcewell may terminate this Contract as stated herein.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. 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.

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. 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 name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. 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 any Member. 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 Sourcewell if this certification changes at any time.

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

Members 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. Members 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 Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/11/2019 | 11:33 AM CST

SHI International Corp.

DocuSigned by:
By: Kristina Mann
2A3B1E59B06C459...
Aimee Ballenger
Title: Public Program Manager
Date: 11/12/2019 | 8:35 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/11/2019 | 11:12 AM CST

RFP#081419 - Technology Catalog Solutions

Vendor Details

Company Name: SHI International
Address: 290 Davidson Ave.
Somerset, NJ 08873
Contact: Aimee Ballenger
Email: aimee_ballenger@shi.com
Phone: 678-708-3906
HST#: 22-3009648

Submission Details

Created On: Thursday June 27, 2019 20:01:55
Submitted On: Tuesday August 13, 2019 20:57:55
Submitted By: Aimee Ballenger
Email: aimee_ballenger@shi.com
Transaction #: de73d79e-ac55-45de-8aa6-01abc94b3ead
Submitter's IP Address: 161.69.112.12

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	SHI International Corp.
2	Proposer Address:	290 Davidson Ave Somerset, New Jersey 08873
3	Proposer website address:	https://www.shi.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):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Aimee Ballenger Public Program Manager aimee_ballenger@shi.com 678-708-3906
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Meghan Flisakowski Public Sector Program Manager Meghan_flisakowski@shi.com 512-317-0799

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.	This past July, SHI celebrated our 30th Anniversary at our annual Global Sales Conference. The theme of that conference was Purpose and Passion, a theme that speaks to both our business philosophy and our core values. We define success not only quantitatively but also by the quality of our relationships. While we are proud to have topped \$10 billion in revenue in 2018, largely because of our financially strong and stable business model, we also recognize that our Purpose and our Passion have cultivated our longevity within the industry; that our growing success stems directly from our purpose: to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And that our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for another 30 years as an industry leader. Since 1989, SHI has persistently maintained our small-company feel by retaining our leadership personnel (many of whom have been with the company since its inception) and by empowering our 4,000+ employees to collaborate with customers to resolve IT problems and needs directly, shoulder to shoulder. With the largest field sales organization of any technology reseller, our visibility across all Public Sector verticals (K12, Higher Ed, State and Local Government, Federal, and Healthcare initiatives), boasts 175 field AEs, working and living in the territories they support, and 170 telesales specialists, who cater to the needs of small and medium public entities and who dedicate their energy every day to customer success. As the largest privately-owned, M/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities, in tandem with our Purpose and Passion, to Sourcewell with an eagerness to help your Members work more efficiently and effectively. We are committed to providing Sourcewell members the most advantageous pricing models and the most exceptional values; we recognize that our role as a Sourcewell affiliate is to support your Members, providing expert best practices to keep their IT resources safe, secure, and operational, 24 hours a day, 365 days a year.

8	Provide a detailed description of the products and services that you are offering in your proposal.	We offer our complete catalogue of products and services to Sourcewell members. Providing a vendor-neutral approach to help customers find the right technology that meets every specific 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 for each individual Sourcewell member. In fact, SHI's current catalogue includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting to a third-party, vetted partner. In addition, SHI provides Sourcewell members with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants, and Sourcewell's members will benefit from our experience and breadth of knowledge to help design, implement, and optimize their IT ecosystem. It's worth noting that, over the past decade, IT has changed dramatically. Although there is still a definite need for commodity products, attention has shifted more and more to building comprehensive solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, SHI developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address Sourcewell Members' needs, help them acquire the right technology, and facilitate adoption of that technology into their own unique environment. Our Enterprise Solutions Group, like all of SHI, is vendor-neutral and uses its range of experience to help tailor conversations that are optimal for each Sourcewell member. We engage customers during the strategy and solution design of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units. Our purpose is to provide the best overall value to each Sourcewell member, 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 Sourcewell's mission to help government, education, and nonprofits work more efficiently, and we accomplish this by remaining laser-focused on customer satisfaction: 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.
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9	What are your company's expectations in the event of an award?	SHI is genuinely excited about the opportunity to collaborate with Sourcewell and its members! We expect a phenomenally successful partnership, beginning with our immediate expectations in the event of an award, which include 1. To support and advocate our Sourcewell partnership. Each team member from every Public Sector vertical will support our partnership with Sourcewell and will advocate for the contract with passion and vigor. Given our position in the Public Sector market, the size of our sales force, and our experience with implementing and growing similar contracts, we are confident that we can extend Sourcewell's reach not only in terms of revenue achieved, but also in terms of the number of distinct members who use this contract. 2. To develop marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Business Development Team, dedicated to the Public Sector Business Unit at SHI, to call all prospective customers and detail our partnership promptly upon award. 3. To train 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. To connect immediately with current Sourcewell Members, introduce SHI, and listen to Members' needs. Our introduction will ensure that each Member's dedicated Account Team is familiar with and accessible to them, in addition to educating Members on the value we provide. We will work with each Member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like). And we will offer webinars on various topics including: • Getting to know SHI; • SHI.com (eProcurement intro); • SHI's Service Capabilities; • Microsoft Volume Licensing. 5. Finally, to create a dedicated Sourcewell online catalogue that displays the contracted pricing and any additional information that Sourcewell deems important. We will work with Sourcewell Members to customize their site, adding reporting and punch-out capabilities specific to that member, when needed. We recognize why cooperative contract usage is on the rise, and we realize the value of having strategic partners in this space. Sourcewell can expect that SHI sets ourselves apart from organizations similar to us in that we will collaborate with only a few select Consortia partners; in fact, we intentionally keep the number of Consortia partners strategically small to provide proactive support to Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. If awarded, we bring to this new contract both a deep desire to partner with Sourcewell and fresh, innovative perspectives for your Members. We expect the transition to a new partnership will be seamless, and we will assist in that transition by supporting Sourcewell members personally, starting with our Senior Director of Public Sector, Denise Verdicchio. Denise is committed to the success of our partnership from day one of an award, and she will dedicate her energy to making our Sourcewell partnership a thriving one. Denise has demonstrated that her leadership and teamwork create success: for example, with our most recent consortia contract award, under her leadership, our Public Sector Team grew the contract to over \$100M in the first year. In short, our expectations are bold, and they are also achievable. Our SHI team is flexible and agile, and we are committed to providing Sourcewell's members an extraordinary experience, with a purpose and a passion, that is incomparable.
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10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 4,200 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain 35+ offices in North America, EMEA, and Asia in addition to our Integration Center, Solution Lab, and Executive Briefing Center, which are located at our headquarters in New Jersey. In 2018, SHI reached \$10B in revenue (one year ahead of our goal) and set the stage for continued exponential growth. The SHI Public Sector unit made up \$2.2B of SHI's overall sales last year and was recognized as the #1 business unit for 2018, with an astounding 25% increase over 2017. While this past year was one of the largest growth years, SHI's Public Sector has grown consistently over the last 30 years. In combination with our articulated Purpose and Passion, this growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. In other words, we recognize the vitality of our community, and our financial strength and stability are a direct result of our community approach. 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 Sourcewell's values and its Members' needs. SHI continues to invest in new infrastructure, most recently with a brand-new Integration Center that will open in Q4 2019. We also made significant investments in hiring more resources – the people with whom Sourcewell Members will engage. In 2018, for example, we brought on 150 additional Field Solutions Engineers and Professional Services Executives for a total of 550 customer-facing technical experts who support our Account Executives. Our financial strength and stability is predicated on our staunch affiliations within our communities – our relationships with customers, partners, OEMs, and our own SHI colleagues. We have included our 2 years of audited financials in the upload section for your review and to demonstrate our strength and stability.
11	What is your US market share for the solutions that you are proposing?	Overall Market Share based on Fortune 100, 500 & 1000 • 60% of the Fortune 100 use SHI for primary IT Products (Software & Hardware) • 40% of the Fortune 500 use SHI for primary IT Products (Software & Hardware) • 30% of the Fortune 1000 use SHI for primary IT Products (Software & Hardware) SHI Overall Product Mix • 60% is be considered Software, Subscriptions, and Cloud based Sales • 40% is be considered Hardware, Peripherals and Accessories – Including categories of Devices, Servers, Storage, Networking Market Share Indicators for Software SHI is considered the leading Reseller Partner for many of the Top Software Publishers such as Microsoft, Adobe, Symantec/Veritas, McAfee (Intel Security), and others. We estimate that 20-25% of revenue with these partners as representative of their Partner Sales. This number does not include Sales that Software Publishers conduct directly with the end-customer. Market Share Indicators for Hardware OEM direct sales to the end-customer typically represents a larger percentage of the business; therefore our overall Market Share will be lower, estimated in the 5-10% range. This number, however, still makes SHI one of the largest Hardware Resellers in North America.
12	What is your Canadian market share, if any?	SHI's Canadian Market Share is 5-10%, and we provide more detailed information about our Canadian resources in our response to Question 42.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 30-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is best described as an Information Technology Value-Added Reseller, providing a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. As we mention throughout this proposal, one of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing products (hardware, software, Cloud) in conjunction with a wide range of services – in short, we provide full IT solutions, and our focus aligns with Sourcewell's mission to build valued relationships and to deliver innovative solutions with integrity and respect to Members' needs and wants. We understand that Sourcewell's goal is to identify a trusted procurement partner that can assist in helping you achieve your mission of saving time and money for your Members. Whether working on large campus-wide projects like a one-on-one initiative, a Network Refresh for anytime/anywhere accessibility, Unified Communications, Modernizing Legacy Systems, or providing a customer-first experience with day-to-day IT procurement transactions, SHI has both the resources and the experience to execute seamlessly for your Members and to exceed their expectations. Our approach is centered on extraordinary quality and overall value. We strive to provide the highest level of support and services every day of the year, and we will deliver the most personalized touch to the end-user computing enterprise for all Sourcewell members. We recognize that Sourcewell is looking for their Vendor to provide: • A robust presence that can fully support Members' technology needs, saving them both time and money. • A trusted advisor/consultant who can help Members support the entire lifecycle of an asset and ensure successful implementation at each phase. • A strong relationship with industry partners. • An actionable strategy to educate potential members on the value of Sourcewell in order to gain increased membership. We are well positioned to deliver on these goals because of our exemplary relationships with our sales/service force and with our dealer network. Our experience in supporting contracts of similar size and scope is unparalleled, and we have a proven formula to onboard and optimize contracts. Our Public Sector team is ready to implement this contract for Sourcewell; and we are committed to expanding our team dedicated to Public Sector entities to ensure we meet (and exceed!) all requirements of the contract. With the largest and most highly-certified sales support team in the industry, SHI will act as a loyal consultant to your Members. Working from a customer-centric foundation, we have organized our support teams to include solution-based support, including specific, presales technical expertise around Datacenter, Mobility, Backup/Recovery, DR, Cybersecurity, Virtualization, and more. These teams provide vendor-neutral advisement and use their breadth of experience to help tailor conversations that are optimal for each Member's specific environment. SHI has the experience and vendor partnerships in place to bring phenomenal value to Sourcewell and your members. All of the leading manufacturers have established SHI as an authorized partner, and we can provide LOAs immediately upon request. Furthermore, SHI has a diverse partner ecosystem, supporting over 15,000 unique Publishers and Manufacturers. Sourcewell can feel confident that your Members will benefit from our aggressive pricing and exceptional value. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across North America. SHI will work with each Sourcewell Member collaboratively, with purpose and passion, and with a goal of "continuous improvement." We are fully committed to the long-term success of Sourcewell and your Members, and we appreciate the opportunity to bring IT solutions to your current and future members.																		
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the business articulated for Sourcewell's RFP: Cloud Services, Microsoft, Intel, Dell, Symantec, McAfee, IBM, HP, Apple, VMware, Red Hat, Tenable, Citrix, AWS – across all platforms and solutions, our teams stay current with all licenses and certifications made available by providers. We have included a total number of certifications from some of our larger partners and have included a sampling of types of certifications in response to question 69 in our response. <table><tr><td>Acronis –</td><td>5 Certifications</td></tr><tr><td>Adobe –</td><td>7 Certifications</td></tr><tr><td>AGOE –</td><td>1 Certifications</td></tr><tr><td>AirWatch –</td><td>2 Certifications</td></tr><tr><td>APC -</td><td>12 Certifications</td></tr><tr><td>Apple -</td><td>17 Certifications</td></tr><tr><td>Arbor -</td><td>4 Certifications</td></tr><tr><td>Aruba -</td><td>3 Certifications</td></tr><tr><td>Avaya -</td><td>12 Certifications</td></tr></table>	Acronis –	5 Certifications	Adobe –	7 Certifications	AGOE –	1 Certifications	AirWatch –	2 Certifications	APC -	12 Certifications	Apple -	17 Certifications	Arbor -	4 Certifications	Aruba -	3 Certifications	Avaya -	12 Certifications
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Aruba -	3 Certifications																			
Avaya -	12 Certifications																			

Blue Coat 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
CIW -	1 Certifications
Commvault -	67 Certifications
Compellent -	5 Certifications
CompTIA -	35 Certifications
CradlePoint -	2 Certifications
DataCore -	1 Certifications
Dell -	92 Certifications
Dell EMC -	44 Certifications
D-Link-	4 Certifications
Domino -	1 Certifications
EMC -	54 Certifications
Emulex -	1 Certifications
ESET -	3 Certifications
Exin -	2 Certifications
F5 -	8 Certifications
HDS (Hitachi Data Systems) -	4 Certifications
HP -	201 Certifications
HPE -	327 Certifications
IBM -	174 Certifications
IBM hardware -	11 Certifications
Imation/Nexsan -	4 Certifications
ISC2 -	10 Certifications
ITIL -	5 Certifications
Ixia -	3 Certifications
Juniper -	28 Certifications
LanDesk -	10 Certifications
Lenovo -	26 Certifications
LogRhythm -	3 Certifications
McAfee -	92 Certifications
Mellanox -	2 Certifications
Metastorm -	1 Certification
Microsoft -	1090 Certifications
Motorola -	8 Certifications
MS0616813816 -	1 Certification
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
RIM -	1 Certification
RSA -	33 Certifications
SANS.ORG -	1 Certification
Scale Computing -	1 Certification
ScriptLogic -	2 Certifications
Secure Computing / McAfee -	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
Tintri -	4 Certifications
Trend Micro	5 Certifications
Veeam	10 Certifications
Vision Solutions	1 Certification
VMware	300 Certifications
Watchguard	1 Certification
Websense	18 Certifications

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	SHI has not been suspended or disbarred on any contracts similar to what is being requested by Sourcewell.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs. SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories. At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist. Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals. The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services. Due to the size of SHI's Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But Sourcewell can be confident knowing that SHI has the capability to support its Members and to facilitate the right solution for each Member's environment at an extraordinary value. Should Sourcewell wish to discuss our Solutions Directory in greater detail, we will gladly schedule a call to articulate the comprehensive practice and solution areas we provide.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Both clients and vendors have recognized SHI generously over the last five years for our exceptional quality, service, and partnerships. We are truly humbled by these accolades and by the recognition that has resulted from our Purpose and Passion. 2019 Awards - Microsoft US Surface Transformation Reseller of the Year - Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award - Ranked 10th on CRN's 2019 Solution Provider 500 - Dell Technologies Transformational Partner of the Year - SOPHOS Cloud Partner of the year - Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider - Intel Partner of the Year for Marketing: Training for Results - Sales - CRN's 2019 Managed Service Provider 500 - Elite 150 Category - Forbes Best Employers for Diversity 2019 - Adobe Digital Media Worldwide Partner of the Year 2018 Awards - VMware Partner Innovation Award: Transform Networking & Security - VMware Partner Innovation Award: Partner of the Year – Americas - VMware Partner Innovation Award: VMware Cloud on AWS Solution – Americas - Panasas Accelerate Newcomer Partner of the Year 2018 - Citrix Networking Partner of the Year - CloudHealth North America Partner of the Year - Cisco US Commercial POY - South Area - Cisco Capital POY - South Area - Cisco US Commercial POY - West Area - Cisco Advanced Collaboration Partner of the Year - Austin American-Statesman Top Workplaces - RSA North American SecurID® Suite Partner of the Year - Pure Storage Disruptor of the Year Partner Award - Partner of the Year - Municipal Information Systems Association (MISA) of Ontario - Ranked 8th on CRN's 2018 Solution Provider 500 - MSI Outstanding Channel Partner Award - Intel Partner of the Year PC Client Solution Award 2017 Awards - VMware Americas Marketing Partner of the Year - VMware Global Marketing Partner of the Year - Cradlepoint 2017 NSP Growth Partner of the Year

- Ribbon Communications North America Partner of the Year Award
- Fortinet North America Fabric Partner of the Year Award
- Citrix Sales Acceleration Award
- McAfee Partner of the Year
- Cisco Commercial Partner of the Year 2017
- Cisco Commercial Territory Partner of the Year 2017
- SHI Achieves AWS Managed Service Partner Status - 2017
- Citi Lean Partner Award
- Microsoft US Public Sector 2017 Partner of The Year
- HP U.S. Print Hardware National Solution Provider of the Year
- Forbes America's Best Midsize Employers 2017
- Hewlett Packard Enterprise Global Financial Services Partner of the Year 2017
- Microsoft Top Partner Windows Commercial Revenue 2017
- Nutanix Velocity Partner of the Year
- Ranked 9th on CRN's 2017 Solution Provider 500
- SAP Ariba Supplier of the Year
- Microsoft's SLG Channel Partner of the Year

2016 Awards

- Intalere Supplier Growth Leader - 20 Percent Club
- Aflac Partner of the Year Award 2016 - Diversity
- Austin American-Statesman Top Workplaces 2016 - SHI International Corp.
- Breakaway Partner 2016 - U.S. National
- Citrix Enterprise Partner of the Year 2016
- Cohesity National Partner of the Year 2016
- CRN Tech Elite 250
- Forbes America's Largest Private Companies 2016
- Forbes America's Best Employers 2016
- Fortinet North American Enhanced Technology Partner of the Year 2016
- Hewlett Packard Enterprise North America Financial Services Partner of the Year 2016
- HP Managed Print Services Best in Class Partner Award 2016
- Intel Security North America Reseller MVP
- Intel Security Partner of the Year- United States
- Meraki Elevate Partner of the Year 2016 - US Central Region
- MES XCellence 2016- Best Solution Provider
- Microsoft FY16 Top Windows Client Commercial Revenue Partner
- Microsoft FY16 US NASPO Top Partner
- Microsoft Operational Excellence Award
- Nutanix Momentum Award
- Ranked 13th on CRN's 2016 Solution Provider 500
- Sophos Top Performer National Americas 2016
- Veritas Technologies AMS Partner of the Year 2016

2015 Awards

- 2015 Adobe Americas Reseller of the Year
- 2015 CRN Triple Crown Award Recipient
- 2015 F5 Growth Partner of the Year
- 2015 Kaspersky National Partner of the Year
- Amerinet Diversity Supplier of the Year
- Austin American-Statesman Top Workplaces 2015 - SHI International Corp.
- Autodesk - Partner of the Year 2015
- Autodesk Volume Channel Partner of the Year
- Citrix NA Partner of the Year 2015 - Mid-Market
- Citrix NA Partner of the Year 2015 - SMB
- Dell Healthcare Partner of the Year
- ESET Most Valuable Partner (MVP) 2015
- Fortinet 2015 United States Enhanced Technology Partner of the Year
- NJBIZ's #1 Top Women-Owned Business
- Ranked 12th on CRN's 2015 Solution Provider 500
- Raytheon-Websense Growth Reseller of the Year (NA)
- Raytheon-Websense Net New Customer Acquisition Reseller of the Year (NA)
- Red Hat North American Commercial High Volume Partner of the Year
- SHI Canada ranks #14 out of Top 100 Solution Providers
- Sophos Top Performer North America
- Southern California MSDC Supplier of the Year Winners Circle
- Southwest Minority Supplier Development Council Class IV Supplier of the Year
- US National Commercial Partner of the Year
- US South Region Meraki Partner of the Year
- Veeam Corporate Reseller of the Year 2015
- VMware Americas Renewals Partner of the Year and vCloud Air Partner of the Year
- VMware Mobility Partner of the Year - Global and Regional

2014 Awards

- 2014 LAR of the Year, North America
- 2014 Microsoft Partner of the Year Award Education
- 2014 VMware Solutions Partner of the Year
- Americas Region VMware Solution Provider Partner of the Year Award
- arcserve LAR of the Year
- Autodesk Top Volume Channel Partner

		• Blue Cross Blue Shield of Michigan LifeSecure Diverse Supplier Achievement Award • Cisco Meraki Partner of the Year, Americas • Cisco New Break Away Partner of the Year, Americas • GMIS International Partner Award - Diamond Level • HP PartnerOne Award for Global Reseller of the Year • McAfee Corporate Reseller of the Year 2014, North America • Microsoft Operational Excellence Award - Eleventh consecutive year and thirteenth time overall: 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2000 & 1999 • NJBIZ's #1 Top Minority-Owned Business • NJBIZ's #1 Top Women-Owned Business • NJBIZ's #3 Top Privately Held Company • Ranked 15th on CRN's 2014 Solution Provider 500 • SolarWinds' 2014 Partner of the Year Award • Sophos Top Performing Partner 2014 - Fifth consecutive year • Thai Lee, SHI President and CEO, named to CRN's Women of the Channel Power 50 Solution Providers	
19	What percentage of your sales are to the governmental sector in the past three years	2018 – 14% 2017- 13% 2016-15%	*
20	What percentage of your sales are to the education sector in the past three years	2018 – 6% 2017 – 6% 2016 – 3%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI has included sales volume for our top 5 contracts over the last 3 years. In addition to the information we've provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSCContract/ContractHome NASPO Software Contract • 2016 – \$176 Million • 2017 - \$163 Million • 2018 – 302 Million State Microsoft Software Contract • 2016 - \$39 Million • 2017 - \$188 Million • 2018 - \$104 Million State Microsoft Software Contract • 2016 - \$133 Million • 2017 - \$149 Million • 2018 - \$40 Million State Software Contract • 2016 - \$95 Million • 2017 - \$108 Million • 2018 - \$117 Million GSA • 2016 - \$64 Million • 2017 - \$85 Million • 2018 - \$84 Million	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number GS-35F-0111K 2018 - \$82M 2017 - \$85M 2016 - \$64M	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Houston ISD	Chris Stroupe – Sr. Platform Admin.	713-556-5131	*
WA State Dept of Enterprise	Elena McGrew – Enterprise Contract	360-407-3957	*
City of New York	John Gioia – Chief Contracting Officer	718-403-8503	*
VA-INFORMATION TECHNOLOGIES AG	Greg Searce - Strategic Sourcing Specialist	804- 416-6166	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Kentucky - KY	All IT products and services	\$16-\$1.7M	\$59,310,742	*
Not Required	Government	New York - NY	All IT products and services	\$10-\$4M	\$40,512,256	*
Not Required	Government	Louisiana - LA	All IT products and services	\$33-\$1.1M	\$40,338,113	*
Not Required	Government	New York - NY	All IT products and services	\$11-\$1M	\$30,228,675	*
Not Required	Education	Texas - TX	All IT products and services	\$10-\$1.6M	\$29,986,441	*

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *
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25	Sales force.	SHI is capable and eager to meet the needs of Sourcewell Members across the U.S. and Canada! Our ethos at SHI grows from our team members, and those team members remain our greatest asset. Each individual on our Sales Force is dedicated to providing exceptional customer service and support to Sourcewell Members. Building on Purpose and Passion, SHI continues to develop improved procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers. We do not rest on our laurels! In order to remain successful for Sourcewell Members, we will remain 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 service structure. In terms of organization, we have retained a small business feel in order 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. U.S. Public Sector Sales – The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, Public Healthcare, and Federal entities across the country. Customers in the Public Sector Field are supported by both an Account Executive and a dedicated Inside Sales Team. Account Executives – Led by Denise Verdicchio, this team consists of 175 Account Executives who live and work in their territories throughout the United States. We have the largest field-based sales force in the industry and believe one of the keys to a customer-centric model is nurturing a strong fidelity with our customers. Account Executives spend time at their customers' locations, listening to their customers' needs, and developing a thorough understanding of what is important to that customer with purpose and with passion. Inside Account Managers – This team of 130 Inside Account Managers (IAMs) helps support Members' day-to day-needs. IAMs work in tandem with up to three AEs, and in this way, our customer support stays consistent and personal. SM SLED –Our Small/Medium SLED division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of their size. In this case, we have defined small as a K-12 district with 7500 students or less, a higher education institution with 1500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, yet they have the same needs as their larger counterparts to stay current with technology. Our SM SLED division is based out of our global headquarters in Somerset, NJ, and the team consists of 170 Inside Account Executives (IAEs) who support Members' needs from start to finish. Canadian Public Sector Sales – SHI provides a comprehensive customer support plan to ensure we are meeting each Members' needs as part of our presence in Canada. Currently, our 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal) are supported by six IAMs in Austin, Texas. We also have four IAEs who are phone-based administrators covering Canada to augment the AEs. From a support perspective, we have two in-country field solution engineers – one focuses on UCC and the other on DataCenter. SHI currently employs two Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. And our Canada presence is growing! As of January, 2020, we will employ approximately 30 AEs, with 20 representing Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales – both the IAEs and IAMs to support the added headcount in the field. We also plan to simultaneously double our Canadian technical resources. All of SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the capacity and autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring extraordinary customer satisfaction, SHI is able to provide high-quality customer service and ensure efficient and effective responses to questions and issues. In addition, the SHI Regional Directors are directly engaged with their account teams to provide executive-level support and to meet with customers as needed. In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives will meet with the participating entities and individual Sourcewell members to review their business with SHI. During these review meetings, we discuss purchase history and the Member's future plans. Through devout listening and with open discussions, SHI can provide tremendous value in supporting future initiatives and will engage support teams as needed to meet Member's goals and objectives. If awarded, SHI will provide this level of service for all Members who use the Sourcewell contract to procure IT products and services. We are confident that our capabilities and our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide. For instance, SHI holds the most Participating Addenda and has achieved the most volume under the NASPO SVAR contract. We have met and exceeded service levels for NASPO ValuePoint and for each State during the contract term, and we have been an active participant in helping NASPO ValuePoint and the States to explore new avenues to achieve additional benefits under the contract.
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26	Dealer network or other distribution methods.	SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order. In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located strategically in: • Atlanta, GA • Chicago, IL • Dallas, TX • Fontana, CA • Fort Worth, TX • Jonestown, PA • Swedesboro, NJ Los Angeles, CA • Memphis, TN • Miami, FL • Ontario, CA • South Bend, IN • Suwanee, GA 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 of this pricing.
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27	Service force.	We realize that IT changes constantly and exponentially. As we mentioned elsewhere, although there remains a need for basic IT commodities, the urgency to build solutions that will solve customers' technology and data challenges is more acute than ever. In response to this urgency, we restructured our Service Force to include solution-based support. In fact, we now have specific, technical expertise around our entire portfolio of services and products, ensuring we are able to meet all of Sourcewell Members' IT needs. A sampling of our Service Force for the U.S. and Canada includes these areas: Field Solutions Engineers - In order to provide more technical expertise, SHI currently employs a team of 32 Field Solution Engineers in the US and 2 FSEs serving Canada, and those numbers are increasing in the near future. Our FSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions. Enterprise Solutions Group - In synchrony with other support teams, SHI's Enterprise Solutions Group (ESG) has the agility and expertise to help design, build, test, and deploy hardware and software solutions. ESG's goal is to help customers execute their mission and educate end-users by getting the right technology to the right people at the right time. Today there are over 250 people dedicated to this division of SHI. Cloud and Innovative Solutions – Tapping into the potential of the Cloud is essential to help Public Sector agencies meet their missions and to facilitate the needs of their citizens as well. In addition to our Enterprise Solutions Group, SHI's Cloud and Innovative Solutions Group (CIS) provides insight into Sourcewell Members' cloud environments, making assessments, evaluations, and recommendations that benefit your specific organization. CIS helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' environment. Our CIS practice is staffed with approximately 50 senior-level consultants focused on supporting and engaging customers across the continuum of cloud computing. Corporate Training Group by SHI – Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our newly acquired Corporate Training Group complements our other services flawlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our CTG team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology. With approximately 20 training experts dedicated to our CTG team, we are always ready to provide invaluable, personalized training for Sourcewell Members! Software and Hardware Partner Support Organizations - SHI has the largest team of Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award winning team of Software and Licensing Specialists is available to assist Sourcewell Members with selecting their licensing programs, executing agreements, and supporting the agreement lifecycle. Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners. Service Providers – SHI provides services in one of three ways: (1) SHI-Delivered Services – our internal delivery resources are based both in NJ and across the country. Today we have approximately 270 SHI Employees who deliver various IT Services to our customers. (2) Partner Delivered Services – SHI has the ability to resell partner services. In this case, we rely on either employees of that partner or contractors of that partner. Although it is difficult to clearly quantify the number of resources in this category, as the number of partners that we support in this manner is large, we are happy to provide more detailed information if needed. (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; in addition to that network, 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 in order to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.
28	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.	We begin every day reminding ourselves of one of our principal purposes – to focus on empowering the people who use technology and to maintain integrity in our relationships with our customers. With this purpose, we clearly recognize the need for exceptional Relationship Management (which might include resolving technical issues and responding to product delivery, billing, and requests regarding Statements of Work). We also understand the need for efficient and transparent communication in order to keep Sourcewell Members' projects moving forward smoothly and successfully.

The first step to ensure success in these areas is to define collaborative and clear SLAs that meet Members' needs. It is standard practice for us to respond to email and phone requests within two to four hours. We process orders within 24 hours of receipt (unless additional information is required), and we provide daily updates on any pending requests.

We are confident that our Account Team will fully support both daily needs and provide accessible, courteous, responsive, and seamless customer service. If Members ever require a higher level of support, we encourage them to escalate their request.

The following articulates our standard procedure with response times:

1. Call answered timely: Ninety percent (90%) of calls answered within sixty (60) seconds
 - a. SHI has Team Phone Lines where all members of the support team are logged in, and calls are answered in a round-robin method, by members who are not on a call. In the instance all members are helping other customers, calls will be directed to voicemail. Customers can leave a voice message, which will be returned within 2-4 business hours
 - b. If the customer has an urgent request, they can escalate their request to the Inside Sales Team Manager or Account Executive for immediate assistance.
2. Voicemail response: Four (4) business hours from time customer has recorded message: All voicemails are answered or returned within 2-4 business hours
3. Quotes: Respond and/or resolve to ninety percent (90%) within eight (8) business hours from vendor's receipt of customer's request
 - If quotes are out of a standard catalogue for the customer, they will be fulfilled within 8 business hours. If quotes are requested for items which are third party source/weird ware items, IAMs will take the following action:
 1. Reply to customer request within 2-4 hours, confirming receipt of request
 2. Relay to the customer they are working on their request and send notification of additional time the request may take due to external factors – such as awaiting vendor response/additional specs are required from the customer.
4. New location set up: One to three (1-3) business days from vendor's receipt of customer's request
 - If the shipping address is being adjusted after an order has been placed, it needs to be completed ASAP, and before it ships from SHI or distributor warehouse, to make adjustments.
 - If the item has already shipped and the customer needs to adjust shipment location, the IAMs will set up returns and make arrangements to resubmit to updated location, which should not take longer than 1-3 business days
5. Order entry accuracy: Ninety eight percent (98%) of total monthly volume
6. Orders entered timely (include order confirmation): SHI's standard SLA for order entry is within 24 business hours.
7. Time from in stock product shipment to delivery: within five (5) days ninety percent (90%) of the time
 - Any possible delays based on total quantity ordered or restrictions from the OEM will be communicated with the customer at the time of quote or order placement and SHI will keep the customers informed of estimated delivery.
8. Time from product delivery to installation: This will vary based on product and installation requirements. SHI will work with the customer to develop a timeline/SOW for each installation and ensure that the timeline established is met.
9. Percentage of devices DOA: <1% per quarter: As SHI is not the OEM of the products being requested, this is not in SHI's control. If an item is DOA, SHI will work with OEM to provide a working product ASAP
10. Contact installation location to inform product on the way and to schedule installation date: This will be clearly defined in the SOW and managed by the Account team and/or the PM assigned to the project.
11. Final installation of product: This timeline will be established as part of the SOW and will be closely managed by the PM assigned to the project. SHI will keep the customer informed should any changes to timeline occur.
12. Order received to product shipment: within fifteen (15) days ninety percent (90%) of the time
 - Should we expect a delay due to large quantity, complexity, product constraint, or similar, SHI will communicate the expected timeline with the customer and follow up consistently until the product is delivered.
13. Product shipment to installation complete: This requirement and timeline will be clearly defined in the SOW established between the customer and SHI and managed by the PM assigned to the project.

		It is important to note that SHI is built on a foundation of World Class Support. Adopting the process around this support is the first training all new employees receive when they start their career at SHI. Our Purpose is to deliver exceptional value and experience with passion as we help customers select, deploy, and manage technology; and our World Class Support is based on 4 tenets: 1) Acknowledge with a purpose; 2) Anticipate Needs and Issues; 3) Update Proactively; 4) Confirm Completion. We believe consistent, honest, and proactive communication will lead to extraordinary customer satisfaction.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all Sourcewell Members. With 175 Account Executives who live across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. SHI's Account Executive(s) will meet with State Agencies, Cities, Counties, and Municipalities to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. We will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. In addition, SHI is ready to provide training to educate Sourcewell Members across all geographic areas of a new contract.
30	Identify any Sourcewell Member 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?	SHI recognizes the tremendous value that Sourcewell brings to its Members through this cooperative contract. We are excited to train our Account Executives on this contract and will market and promote it to all Sourcewell members without exclusions, and with a focused Purpose and Passion that is incomparable.
31	Define any specific contract requirements or restrictions that would apply to our Members 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 account executives who live in both Alaska and Hawaii and are ready to serve Sourcewell members upon award. Both Carlee Chung – our Public Sector Account Executive in Hawaii and Jim Steele – our Public Sector Account Executive Alaska uphold SHI's purpose with a passion and staunch affiliation.

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.	We are excited to promote and market a Sourcewell partnership, and our teams are ready to do so! 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 Sourcewell. Our dedicated Public Sector Programs team will join forces with Denise Verdicchio and the entire Public Sector leadership team, to create and execute our marketing plan. Primary contacts for Sourcewell include Aimee Ballenger Public Sector Program Manager Aimee_ballenger@shi.com and Lauren Baines Public Sector Marketing Specialist Lauren_baines@shi.com We include a sample marketing plan as part of the supplemental attachments at the end of our response, and will remain flexible and open to collaboration post-award. We are highly responsive and will work swiftly to execute the agreed upon Marketing plan. An excerpt of an SHI consortia plan might look like this: First week: • Create a co-branded press release and work quickly to distribute to agreed-upon trade publications; • Post announcement along with contract details and contact information to www.shi.com; • Begin design of co-branded marketing materials including print, electronic, email, and presentations;

- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads;
- Create social media strategy;
- Design and implement Sourcewell secured website on www.shi.com including Sourcewell logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials;
- Finalize plans to publish and distribute;
- Begin distribution to current and prospective Sourcewell members;
- Implement initial social media strategy.

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series;
- Complete training and enablement for SHI sales force;
- Complete publishing and distribution of initial marketing materials;
- Analyze initial activity;
- Discuss next ninety day plan for marketing.

Ongoing:

- Design and publish national and regional advertising in trade publications;
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts.

SHI participates in hundreds of trade shows, conferences, and meetings across the country.

Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also look forward to the Impact Education Conference and plan to contribute by exhibiting and presenting educational solutions to conference attendees.

We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with you to determine the right topics, venue, timing, and participants.

Some examples of what we provide include

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with Sourcewell as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). Sourcewell Members are welcome to attend these at no additional charge.

Custom Events - SHI will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Some of the digital marketing-related items that contract customers can expect to receive and access include: SHI Blog – With readership increasing exponentially, SHI's blog showcases short news and informational articles to keep our customers up to date on our services and support as well as on emerging trends in technology. Sourcewell Members can subscribe to our blog online: https://blog.shi.com/ and stay updated on all things IT, browsing categories that include Software, Solutions, Cloud, and Technology News. Social Media – In addition to the SHI Blog, SHI is increasing our use of social media to keep our customers informed, and our visibility will continue to grow. With a dedicated team of social media content experts, Sourcewell Members will get up-to-date information on demand by following SHI on Twitter, LinkedIn, Facebook, Instagram, and YouTube. You might, for instance, see some of our newest posts about our partnership with Rutgers University, announcing that the newly-minted SHI Stadium – a 52,454 seat venue – will host its first sporting event on August 30th! Newsletters – SHI creates various informative, monthly newsletters succinctly containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, which are also available as a subscription to anyone who is interested. Web Seminar Presentations – SHI hosts a series of web seminars covering a variety of topics including new product announcements, changes to licensing programs for major software OEMs, procurement and technology trends, and foundational IT information. Webinar schedules are published quarterly and have a regular public-sector audience. Please check the events page on our web site for the most current schedule. Marketing Documents – SHI creates hundreds of marketing texts for our major manufacturing partners and core services offerings, all of which are made available to customers through in-person meetings, trade shows, email delivery, and mail-outs. Marketing documents will include those that we receive from the manufacturers, those that SHI creates for a general audience, and those that SHI creates specific to Sourcewell Members.
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?	SHI is prepared and eager to promote contracts arising out of this RFP, and we perceive Sourcewell's role as quite minimal. We ask that Sourcewell share pertinent SHI material on their website, making our contract information accessible to Members. Beyond that, we take full responsibility to integrate a Sourcewell-awarded contract into our sales process, using our proven formula to onboard and optimize contracts of similar size and scope, and we are committed to promoting this contract broadly and enthusiastically. With our prevalent, respected, and highly-certified sales support team, SHI will swiftly become a trusted advisor to your Members. Relying on our Address, Acquire, Adopt Methodology, we will ensure that we work harmoniously with Sourcewell Members, facilitating each project from inception through successful implementation to completion, and helping to uncover cost savings at all phases of a project lifecycle. As previously mentioned, we will integrate this new contract into our sales process seamlessly, with our AEs meeting early on and consistently thereafter with State Agencies, Cities, Counties, and Municipalities to listen, to better understand their goals and objectives, and to begin a long-term conversation about purchasing policies; agreements established at the local level; volume licensing management; and key code/order confirmation distribution policies. Additionally, we will train our AEs in every region to understand the contract, the terms and conditions, and how we can best support Sourcewell Members. We will engage Sourcewell Members during the strategy and solution design phases of their projects and will assist with strategic planning, assessments, white boarding, proof of concepts, and more. Initiating conversations early in the process will lead to a more optimized project and cost savings. We will also provide extensive product and vendor specific support to ensure successful adoption and follow through during the life of the project. SHI has invested substantially in both Pre- and Post-Sales resources to better serve Sourcewell Members and their long term needs as they Address, Acquire and Adopt their the IT Lifecycle solutions. Armed with the support of all the leading manufacturers, every member of the SHI team is dedicated to helping Sourcewell Members and providing transparent support throughout the entire engagement.

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.	When it comes to IT, procurement is never one simple step. We recognize the series of activities and procedures necessary to support the selection of IT equipment and services. IT procurement involves both strategic and administrative responsibilities, and SHI can facilitate that entire acquisition process. To help you obtain the right products and the best services, we offer a variety of procurement options and always customize them to fit Member's unique needs. All of our products and services are available to Sourcewell Members through an e-procurement ordering process, and current governmental and educational customers have used our eCommerce system with great success and ease! We will happily provide a "tour" of our online ordering system, or you can visit a sample on our website at https://portal.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91416 SHI stays current with eCommerce technology, and we've made great investments to UX to ensure customers can purchase, compare, get informed, and stay protected – all from the comfort of their office or home-office. With our Catalogue Customization Options; Approval Routing and Workflow; Reporting and Order Status features; and our PRO Renewal Organizer Timeline, Members can be confident knowing that their IT needs can be met efficiently, effectively, and safely through your personalized SHI eCommerce portal. SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalogue of products, and its business-to-business functionality includes innovative Custom Catalogue 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. Catalogues can be as broad or as narrow as Members need! With thousands of manufacturers represented, product catalogues 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, whether through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba Punch-out • Coupa • ePlus Procure+ • Hubwoo • Oracle OAG • cXML Punchout • Perfect Commerce Roundtrip • PeopleSoft Direct Connect • SAP OCI Roundtrip • Scquest • Verian ProcureIT Our Ecommerce Specialists provide training to Sourcewell Members authorized to access their customized site (e.g., sourcewellmember@SHI.COM), and we will schedule trainings based on the customer's level of access to the site, collaborating with individual Members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used – and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow have been automated to enforce purchasing rules and to minimize errors. Additionally, SHI's systems effectively track Maintenance Expiration Dates so that we can provide prompt, proactive notification to our customers for Maintenance Renewal purposes. SHI supports and can track Maintenance Programs that have co-terminus expiration and are pro-rated or non-co-terminus programs. Maintenance Tracking and Renewal Notification capabilities are available for all programs and Maintenance purchases made through SHI, whether the purchases are made via a Volume License Agreement or another maintenance program.
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Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a vital component to success within any endeavor, and especially with technology products, equipment, maintenance, and operations! Our Corporate Training Group (CTG) is a newly acquired addition to what was already SHI's robust training department. Recognizing that technology adoption is just as essential as procurement, we invested in expanding and formalizing our Training Services for all our customers, including Sourcewell Members. While we believe that educating our customers is a huge part of their success (and ours!) and we generally include foundational-level education as a standard element of Pre- and Post-procurement consulting, our CTG group now provides optional, expert-level training in areas including Technical, End-User, and Microsoft-specific training, in addition to Professional Development and Custom Training programs. A leading provider in custom training solutions and services for over 25 years, Corporate Training Group by SHI provides a comprehensive curriculum of advanced technical training and forward-thinking professional development aimed to empower Sourcewell Members and to increase productivity for all their IT environments. Our CTG team of approximately 20 trainers is led by Rob Eyerkus and Kathy Mathews. The team has been together over 10 years, ensuring loyalty, trust, and quality for all learners. Pricing is determined in collaboration with Sourcewell Members – with consideration given to the technology focus; online versus face-to-face training; and one-on-one versus group training. Please feel free to explore more details and options at https://www.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95722
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37	Describe any technological advances that your proposed products or services offer.	When IT is the focus, technological advances are expected. Hardware and software provide obvious technological advances for Sourcewell Members; but SHI offers more than advancement through products alone – in addition to products, our experts who comprise our technological services teams help advance Members' technology in myriad ways! Articulated below are just a few offerings: CLOUD: One tremendously important technological advance we offer, for instance, is facilitating the transformation of Members' Data Centers to support a modern Hybrid Infrastructure, making their journey to successful Cloud technology possible. Our recently-developed Cloud and Innovation Solutions (CIS) group helps identify over-provisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure Members stay on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry best practices and custom offerings through our Assess, Design, Build, and Manage methodology in order to integrate leading cloud technologies to Members' IT environment. Our certified architects and technical consultants combine their industry expertise to deliver services that advance Members' IT business via public, private, and hybrid cloud technologies. A highlight of our CIS support services includes Cloud Platform(s) Service Onboarding; Reporting & Analytics; Advisory Services; and Volume Licensing Expertise (plus more!). SECURITY: In addition to advancements in Cloud and Innovation, SHI recognizes Security as one of the IT field's biggest issues, and our customers – from K12 to Federal to Local Government – are all concerned with compliance, vulnerability, security resources, and budget. Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats. Our sales of security products and solutions have nearly tripled over the past 10 years, and at over \$667 million, SHI is one of the largest securities solution providers in the world. Our presales and consultant Security Architects have both vendor-specific and vendor-neutral certifications and decades of operational experience, and they use their prowess to help customers remain compliant, safe, operational, and within budget in at least six Security areas: Identity and Access Management; Application Security; Data Centric Security; Data Center and Cloud Security; Threat and Vulnerability Assessment/Management; and Security Program and Operations. Desktop Virtualization Capacity Planning: SHI's Capacity Planning Assessment is a Value-Add service conducted over a 30 Day period to deliver a sample analysis and documented findings of a customer's current desktop environment. This service advances Member's technology by providing them with a more efficient and effective desktop virtualization implementation. We help eliminate guess work and the risk of under-scoping or over-scoping the infrastructure to support the desktop virtualization environment. Envisioning Office 365: Our Envision service consists of a three- to five-day engagement in which we review a Member's current Active Directory, review their current Exchange environment, interview key decision makers, and provide them with a high-level strategic plan to migrate or build a hybrid O365 Strategy. SHI's Envisioning Office 365 is a Value-Add service. Infrastructure and Optimization – VOA & HCA: vSphere Optimization Assessment (VOA), powered by vRealize Operations, provides 360-degree visibility into capacity, performance, and configuration across multi-cloud environments through predictive analytics and unified single console. This service is ideal for Members looking to manage everything from their infrastructure stack to applications all while saving on their cloud resources. The Hybrid Cloud Assessment (HCA) helps Members understand their existing private cloud costs and conduct public and private cloud cost comparisons to decide which, if any, workloads to move to the public cloud. SHI experts provide an analysis report that shows the expenses of Member's infrastructure in a private cloud environment and that evaluates the cost of running the same infrastructure on other public cloud environments like Amazon Web Services (AWS) and Micros Azure. SHI's VOA and HCA combined assessments are Value-Add Services conducted over a 30 Day period to deliver a complete analysis and documented findings, helping to advance Member's technology.
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.	As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful both our local community and the larger environment and work to reduce any damaging effects from our organization, while protecting the safety and wellbeing of our staff. Our environmental initiatives focus on four areas: • Energy use (office and equipment) • Business travel • Waste management • Asset redeployment, recycling, or proper disposal And we exercise due diligence to: • Adhere to local and international environmental legislation • Increase employee awareness • Adopt best practices • Monitor usage SHI's goal is to consume less energy and reduce our environmental impact. We take action through: • Monitoring power consumption • Reducing Scope 2 greenhouse gas emissions at 1% reduction per year, since our power consumption goal and Scope 2 greenhouse gas goal are directly linked together • Establishing a goal of 100% for recycling paper, plastics, glass and cardboard • Using advanced energy-saving systems such as automatic lights and energy-saving computer monitors • Using materials from renewable resources, non-toxic materials and recyclable items

SHI has reduced our travel-related environmental impact by promoting:

- Teleconferencing and other collaborative working tools to limit the number of individual business trips
- A Work-from-Home policy, whenever possible
- Flexible working hours
- Use of public transportation

SHI encourages individual responsibility and supports recycling initiatives in the following ways:

- Monitoring the purchase of cut sheet paper
- Striving to reduce paper consumption by 1% per year
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment in accordance with local regulations
- Donating IT assets to those who would not otherwise have access

SHI is committed to reducing our energy use and to saving Mother Earth through innovative, environmentally-friendly ways. Ranging from rooftop solar panels to zero irrigation landscaping at our Headquarters, our sustainability efforts demonstrate breadth and depth.

Below are just some of the ways SHI has devoted efforts to environmentally conscious actions:

- 500-kilowatt rooftop solar panel arrays at HQ
- 327-kilowatt rooftop solar panel arrays at Varga warehouse
- Energy efficient lighting that reduces lighting power density by 50%
- Naturally lit open offices
- Occupancy sensors
- Water efficient plumbing fixtures that are anticipated to reduce water usage by 40%
- Low VOC (Volatile Organic Compounds) finishes
- Zero irrigation landscaping
- Carpeting with a high percentage of recycled material
- Low-flush water closets

We qualified for the Leadership in Energy and Environmental Design (LEED) Commercial Interior Silver certification. This project, along with our building renovation, signifies SHI's tremendous growth and is a physical representation of our dedication to sustainability. Our SHI HQ solar panels, for instance, produce approximately 25% of the electricity for both East and West wings. Please feel free to view our video, which celebrates our green initiatives and shows our solar panels in action, by clicking SHI Green or by visiting <https://youtu.be/eZhNpTKEvFY>.

In addition to incorporating environmentally friendly initiatives into our business strategy to protect the planet and reduce the amount of IT hardware waste each year, we also help our global IT customers reduce, reuse, and recycle their hardware assets through our sustainable IT solutions. Some of our customer/partner initiatives include recycling office equipment and related items in compliance with county, municipal, and EPA guidelines. As a result of our efforts, in March 2013, SHI received its Gold LEED Green Certification.

Asset Recovery for Hardware Products

Many organizations are relying on external collaboration for asset disposal, especially since the Environmental Protection Agency and State Departments of Environmental Protection regulations become more stringent and as disposal practices come under greater scrutiny. SHI can help Sourcewell Members stay ahead of the curve, working diligently with Members to facilitate cost-effective disposal services of all sizes and in all verticals. In fact, our team of experts helps to dispose of or redeploy old technology in a way that not only assures compliance but also keeps corporate data from being compromised.

Our disposal processes provide several benefits, many of which other technology vendors don't provide, including:

- Integration: SHI provides a data-feed designed to be incorporated directly into existing asset management systems rather than in complex spreadsheet or database form;
- Security: Our security partners perform DOD and NIST compliant wipes of hard drives to ensure that no company or customer data is retained on old assets;
- Recycling: Our processing partners are either R2 or e-Steward certified, recycling everything in the asset (metal, glass, plastic, and so on) and disposing of harmful substances compliant with stringent government guidelines;
- Global Locations: With processing locations worldwide, we are committed to expanding our global network to shorten the distance that client assets must be shipped for processing.

Our asset disposal and redeployment services can be customized and used in any combination to meet Members' unique needs, making us an ideal partner for any solution. With our customers always in mind, we will ensure we pick up Members' assets for processing; help remarket, redeploy, donate, or dispose EOL assets; conduct inventory and assessments of all assets; and

- Offer end-of-lease processing;
- Conduct software license harvest and redeployment services;
- Provide a total solution one-stop-shop place for all technology end-of-life needs.

		Our Asset Management team, comprised of almost 80 subject-matter experts from all over the world, has been assisting clients with their needs for over a decade. Our SMEs include former auditors from publishers such as Microsoft, Oracle, and IBM, and audit firms such as KPMG, Deloitte, and PWC. We are confident that we have the ideal combination of experience, expertise, and technology to accomplish Members' asset disposal needs efficiently and effectively.	
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.	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.	*
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 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 corporations 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. Diversity at SHI 2019 SHI ranks #244 Among Forbes' Top 500 Best Employers for Diversity 2019: "While many organizations have struggled to cultivate cultures that welcome and support all workers, some have been making progress. Forbes set out to identify the companies doing just that with our annual ranking of America's Best Employers. Results for the survey were compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees." We are proud to be ranked among the most diverse employers on this most recent list and are constantly taking actionable steps to increase diversity and inclusivity for our organization. Forbes URL: https://www.forbes.com/sites/vickyvalet/2019/01/15/americas-best-employers-for-diversity-2019/#168da4cc2bda SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Diversity Awards (Historical Listing) • AT&T Mega Deal Supplier Diversity Award • McAfee Partner of the Year • Cisco Commercial Partner of the Year • Cisco Commercial Territory Partner of the Year • SHI Achieves AWS Managed Service Partner Status • Citi Lean Partner Award • Microsoft US Public Sector 2017 Partner of The Year • HP U.S. Print Hardware National Solution Provider of the Year • Forbes America's Best Midsize Employers • Hewlett Packard Enterprise Global Financial Services Partner of the Year • Microsoft Top Partner Windows Commercial Revenue • Nutanix Velocity Partner of the Year • Ranked 9th on CRN's 2017 Solution Provider 500 • SAP Ariba Supplier of the Year • Microsoft's SLG Channel Partner of the Year	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Privately held and under the guidance of its current ownership since 1989, 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 very similar vision and mission, and strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology. We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day. SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And Sourcewell Members will benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation. We provide custom technology solutions for every aspect of 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. Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry. License Program Management In large part because of our License Management Program, SHI is the most unique and effective license provider in the industry. Our license-tracking system and workflow have been automated to enforce purchasing rules and to minimize the opportunity for errors. This program includes License Management System—Our Software Licensing Center will create Licensing Documents that pertain to Members' specific Licensing Agreements. License Allocation System—this system was created to provide our customers with a tool for managing the allocation of licenses purchased under Enterprise-type Agreements. License Redeployment Management Service—this service helps organizations that are looking for solutions to reduce the total cost of ownership of their computer hardware and software. In addition, we provide: • A dedicated account and service team empowered to commit resources to address the needs of your organization; • A flexible service approach that allows SHI to adjust its processes and procedures to meet your changing IT needs; • An innovation strategy that ensures your organization is made aware of additional opportunities to improve service, reduce costs, and increase satisfaction for your own customers/users; • A professional Corporate Training Group; • A practice dedicated to Cloud & Innovative Solutions; • Customized Reporting; • On-line Procurement; • Volume License and Hardware Program Management; • Pre-Sales Support from SHI's Software and Hardware Teams; • Staging & Inventory; • Electronic Software Distribution; • Online Invoicing; • E-Commerce Integration; • Renewals Organization Services Manufacturer Relationships go a long way in helping our customers SHI has relationships with manufacturers to assist Sourcewell Members in 1) reducing their expenditures on IT hardware and software, 2) negotiating and benefitting from volume-based pricing programs, and 3) managing the lifecycle of their IT assets. Cost Savings Opportunities SHI understands that Members want to purchase products at the lowest possible price, so we initiate a sourcing process for each transaction that ensures we begin at the lowest price possible. We base our discount structure on SHI advertised price and do not inflate the price for RFPs. In addition, we identify volume discount programs, training each Member's Account Team comprehensively to do so; if there is a product available at a bulk price or a formal discount program from which Members benefit, the Account Team will bring these opportunities to Members' attention. Finally, we maintain award-winning relationships with many distributors in order to ensure that our pricing is always competitive, allowing Members to attain value from the combined buying power of all SHI customers.
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42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	SHI enthusiastically will provide products and services to Sourcewell Members in Canada! In fact, our expansion currently taking place makes us uniquely qualified to grow this segment of the contract. Today SHI's Canadian team is comprised of 12 field AEs (8 covering Ontario, 1 Vancouver, 1 Calgary, 1 Montreal). Those field AEs are supported by 6 Inside Account Managers, located in Austin, TX. An additional 4 IAEs, who are phone-based sellers covering Canada, augment the field sellers. And from a support perspective, we have 2 in-country field solution engineers – one focuses on UCC and the other, DataCenter, with 2 Microsoft Licensing Executives and 1 Cisco business development representative specific to Canada. As of January 1, 2020 our ability to provide products and services will increase dramatically, as SHI's Canadian team will include 30 AEs – likely 20 in Ontario and an additional 10 spread primarily between Calgary and Vancouver. We will make similar investments in inside sales, both the IAEs and IAMS, to support the added headcount in the field. We also plan on doubling our technical resources by this date as well! 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. Our distribution network is similar to what we use in the U.S. – primarily Ingram, Tech Data, and Synnex, and we rely on the distributor network to perform those types of services on our behalf.	*
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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 *	
43	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental; but some will limit the number of claims, charge a deductible per accidental incident, and do not cover spills (depending on the OEM). We will provide additional detail on specific manufacturers as needed.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. If SHI Complete Care is purchased it does not cover water submersion claims, surge protection, intentional damage, or acts of nature.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties this will vary based on the warranty purchased and SHI can provide these details with specific OEM's.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. SHI Complete Care, described below, is vendor neutral and may be able to support in warranty OEM claims for select manufactures. If the customer purchases SHI Complete Care for their new devices, they will be 100% supported during the term of the contract.	*

48	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: In order 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 then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to 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 in order to expedite the process for the customer. Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides the 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!
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49	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide 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. Our Enterprise Warranty Services will extend the life of Member's technology investment and will keep their systems – and their business – running at peak performance. The benefits of our Enterprise Warranties include • Coverage up to 5 years; • 24/7 technical support; • U.S.-based call center; • Global support capabilities; • 100% coverage for commercial use, parts, labor, and accidental damage; • \$0 deductible. In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides • 100% coverage on parts and labor, normal wear and tear, and power surges; • "No Lemon" guarantee; • Replacement for products that are beyond repair; • No deductibles, hidden fees, or surprise charges; • Commercial use. Members' SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our 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, our warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use! If Members maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep them covered. Our field engineers serve as an extension of the IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to Member's organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support Member needs, no matter where the equipment is located.
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Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30

51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	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 is an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. Differences between Hardware Leasing and Software Financing Typically, our two lease options include Hardware (equipment) and finance Software. Hardware Leasing: SHI offers the following types of hardware leasing: Fair Market Value Lease (FMV) – FMV allows customers to use equipment for a specific term with the return of that equipment at the end of the contract. Customers can extend for a period or purchase equipment at the Fair Market Value. FMV is the most flexible option, and usually, at the end of the lease, we send equipment to our refurbishment partner for resale. \$1 Buy Out Lease - Some customers prefer to own the equipment at the end of the term. This option is a capital lease put on the Lessee's balance sheet as a capital expense. The benefits to leasing hardware with SHI include : • All equipment costs are covered with no need to obtain additional financing elsewhere. • Cash is available for income-producing investments. • Lease payments are fixed and easy to budget. • Technology doesn't become obsolete. • Risks are reduced, as add-ons and replacements are fast and easy. • Paperwork is reduced since the lessor handles all the invoices. • Diversity spending. The Lessee can have equipment and even other vendors' products and services included in the lease and receive diversity credits. • Planned Replacement. Leasing allows the customer to have a built-in replacement schedule. • Warranty and maintenance costs are reduced. • Leasing matches the expense to the benefit. • Customers do not need to dispose of equipment. • Payments are predictable and are not subject to interest rate fluctuations. Software Financing SHI offers Installment Payment Agreement (IPA), which provides ownership at the end term for transactions that are software and services based.
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52	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 Members' purchase orders.	We strive to help our customers execute their mission by getting the right technology, to the right people, at the right time. Once customers submit their requests for quotation to the Inside Account Team, a dedicated Inside Account Manager (IAM) will research the product and create a quotation based on the terms and conditions of the contract. The quote can then be published to shi.com, where the customer can retrieve the quote to place the order electronically with SHI. We also support ordering by phone, online ordering and email orders. All product offerings are available for online ordering, including non-catalogue items which are supported via our published quote feature. Published quotes are custom quotes the Inside Team creates and publishes to the website so the customer can log into their web catalogue and complete their purchase. The Inside Team creates customer quotes in Sales Center, an internal quote tool that is connected to our distributor network providing access to the most current inventory and pricing when our customers need a quote. Orders are entered into our A/X Order Entry System and updates for order confirmation and tracking are automatically generated and sent to the end user who placed the order. Customers may also track orders using their login on shi.com Our order management system is a complete order tracking and order maintenance system. All of the information resides on IAM desktops. Each day, we receive the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the Sales Orders and are ready for immediate access by the designated Inside Account Manager. In addition, we provide this tracking information directly to our customers through Your Home at SHI. Authorized Sourcewell members can log onto our web site to check order status and tracking data direct from the carriers. We fully understand Members' need for flexibility in reporting, as well as the need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, by division or by bill to or by another criterion specified by Sourcewell. We then group the ordering units into the next level within the Member organization. The entities within that level will be grouped to form the next reporting level, and so on until we reach the enterprise-wide level. In addition to providing reports based on the organizational levels within Sourcewell, we also provide reports based on any combination. These features allow us to meet the reporting requirements of Sourcewell as well as individual Members.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	SHI accepts Credit Cards for purchases. Purchases up to \$50,000 will not incur any additional fees. A credit card transaction fee will be incurred for purchases over \$50,000.	*

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 *	
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54	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.	We propose a 4.5% discount off of SHI Advertised List Price for all products purchased under this contract and believe presenting one discount across all product categories makes this contract more straightforward and efficient. It is important to note that this proposed discount is a minimum one, and there are many instances in which we can – and will – provide a greater discount. Whenever possible, we pass discounts and savings to our customers. Sourcewell can access detailed pricing data via our online catalog found at https://www.publicsector.shidirect.com/ 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; we establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. We are happy to provide more detailed information regarding service pricing upon request and have attached to this proposal a Sample Pricing Form, which includes reasonable estimates, for your review. We have attached a pricing document for your reference in the document upload section.	*
55	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.	SHI is offering 4.5% discount off of Advertised List for all products.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that we offer, there will be many opportunities for us to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.	*
57	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.	All products will be considered contract purchases and therefore offered at a 4.5% discount.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract it would be hard to detail every item that will not come standard with a given purchase. However, some additional charges we do address are non-standard shipping options, detailed in question 59 and credit card fees detailed in question 53. In addition, installation, project management, training and additional set-up services would not be part of a standard cost unless a customer specifically requests these services.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	SHI is able to ship products via any method the customer desires. These include: Standard Delivery - product is delivered to a fixed delivery point (such as a warehouse). Often times, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. Inside Delivery - product is delivered to a location inside of a customer's building. SHI's logistics company is responsible for unloading the delivery vehicle. Loading dock may or may not be available. There is a fee associated with Inside Delivery. The fee is based upon the size and weight of the shipment and will be priced out at the 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 upon the size and weight of the shipment and will be priced out at the time of quoting. 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 quote.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, and Canada the perimeters set forth in answer 59 apply. For offshore delivery it will depend on the products and locations where it is being delivered.	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As detailed in response to answer 26 above, we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. We receive electronic feeds from these distributors as well as the top publishers/OEMs in the industry. Our strong affiliations allow us to source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.	*
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Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	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 Members 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.	We take contract compliance very seriously, and to that end, we have a team within our Inside Sales Organization that is focused solely on this aspect of the business. Upon award, Denise convenes the ISO team to review the entire response and resulting contract. They create a document detailing all the specific facts regarding an SLA or a contractual obligation (reporting, pricing, and so on). After the document is complete, all supporting team members become trained around the contract. Once the contract is live, the compliance team conducts random quote audits to ensure that the contracted pricing is being honored. In addition, the team runs monthly reports to check all orders that have been placed. In the rare instance that an error is found, the customer is notified and the issue is immediately resolved. A team that is separate and distinct from our sales organization is responsible for reporting and submission of administration fees. We will capture the Sourcewell contract number upon order entry (this contract number is tied to the customer in our order entry system). When the usage report is due, our Sales Analyst team will pull all contract orders and send that data directly to Sourcewell. Once agreement is established, the Sales Analyst will request and send a check for the correct amount.
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.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.

Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1) Overall sales revenue – the first, and most obvious, is simply the amount 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 in order to be viewed as a successful partner to Sourcwell 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 who 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 consortia 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 jobs easier. When we lead with Sourcwell and educate Members on value, we expect we will get positive feedback.	*
66	Describe your capability to report Sourcwell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated or certified).	As a reseller SHI can only report the information given to us by the OEM or publisher community. We will work with Sourcwell and the publisher community to report as needed.	*

67	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products within your catalog related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	If requested, SHI can point customers to the OEM website or to the publishers directly to obtain this information.																																				
68	Describe your strategy related to the implementation and management of multiple cooperative purchasing contract awards, if applicable.	SHI has extensive experience administering and supporting consortia contracts quite similar to Sourcwell, and we are confident that our strategy to implement and manage multiple contracts is both reliable and robust. Most importantly, we have made the conscious decision to collaborate with only a few select Consortia partners in order to provide proactive, personalized support to those Consortia members, rather than attaining many partnerships and diffusing ourselves reactively. Our strategy to implement and manage these few contracts is simple: we take great care to meet the needs of each participating entity, whether that be an individual agency, city, county, township, school district, or higher education institution. Account Teams will meet regularly to audit the contract and to discuss areas in which SHI offers, or can offer, additional services in support of Sourcwell Members. Furthermore, SHI's Account Executives regularly meet with Sourcwell Members to discuss their purchase history, Volume Licensing Agreements, and upcoming projects, and needs. We listen attentively and use our Customer Business Review process to articulate Members' purchasing history and to identify opportunities for consolidation or more efficient use of pricing agreements. As appropriate, we will also hire and train additional Account Executives to ensure suitable coverage for the success of all Sourcwell Members. Finally, SHI dedicates a team to oversee our marketing plan for Sourcwell to ensure maximum participation, providing for a smooth experience for the current contract users as well as entities who join the contract during the agreement term. Our strategy for success with multiple purchasing contracts is further comprised of these steps: • Account Executives for each State and Region establish relationships with Members and IT administrators within the organization and update our CRM to record that contact. Each member receives SHI contact information, website information, and contract guidelines. • SHI's Inside Sales Team members give Members a tour of our website (shi.com), where they can create quotes, purchase items, obtain order status, and generate reports of their purchases. • SHI's marketing team subscribes our new CRM contacts to SHI's monthly newsletter and other correspondence. • SHI participates in statewide and local vendor events. SHI Account Executives and publisher partners meet with all relevant Members and discuss SHI's support plan and our partners' solutions. • SHI works with each State to create timely and meaningful Tech Days for individual state and local entities to attend to learn about new solutions for their IT environments. Each facet of our approach converges to ensure that SHI meets (and then exceeds!) both the Scope of Work and Terms and Conditions for each Member. As an example of our successful strategy, Jennifer Jensen, a NASPO SVAR customer from the City of Scottsdale who has worked closely with us praised: "...working with SHI to procure our software and maintenance has been a great experience. Our Account Manager is very hands on and [our] inside sales team is fast and efficient. They are responsive to our requests, have answered tough licensing questions (they have product specialists besides the regional teams who can dive deeper into the product if need be), keep a record of our purchases and our maintenance renewal dates, and have made the quote/PO/invoice process smooth. They are quick to communicate that they have received our requests and provide updates as the information becomes available."																																				
69	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	SHI has the experience and vendor partnerships in place to bring value to Sourcwell members. As detailed within our proposal, all of the leading manufacturers have established SHI as an authorized partner. Furthermore, SHI has a very diverse partner ecosystem, supporting over 15,000 Publishers and Manufacturers today. Included below is a sampling of the reseller certifications levels for some of our larger partners. <table><tbody><tr><td>3M COMPANY</td><td>Authorized Partner</td></tr><tr><td>ACER</td><td>Authorized Partner</td></tr><tr><td>ADOBE SYSTEMS, INC</td><td>Platinum</td></tr><tr><td>ADTRAN</td><td>Authorized Partner</td></tr><tr><td>APC</td><td>Elite Business Network Partner</td></tr><tr><td>APPLE, INC.</td><td>Corporate Reseller</td></tr><tr><td>ARUBA NETWORKS, INC.</td><td>Platinum Partner</td></tr><tr><td>AVAYA COMMUNICATION</td><td>Emerald Reseller</td></tr><tr><td>AMAZON WEB SERVICES</td><td>Authorized Partner</td></tr><tr><td>BARRACUDA</td><td>DMR #2 Partner</td></tr><tr><td>BELKIN</td><td>VIP Level</td></tr><tr><td>BLACK BOX</td><td>Authorized Partner</td></tr><tr><td>BLUE COAT SYSTEMS, LLC</td><td>Authorized Partner</td></tr><tr><td>BMC SOFTWARE</td><td>Driver Level</td></tr><tr><td>BORLAND SOFTWARE COMPANY</td><td>Authorized Partner</td></tr><tr><td>BRENTHAVEN</td><td>Authorized Partner</td></tr><tr><td>BROCADE COMMUNICATION SYSTEMS (Ruckus)</td><td>Authorized Partner</td></tr><tr><td>CANOGA PERKINS</td><td>Authorized Partner</td></tr></tbody></table>	3M COMPANY	Authorized Partner	ACER	Authorized Partner	ADOBE SYSTEMS, INC	Platinum	ADTRAN	Authorized Partner	APC	Elite Business Network Partner	APPLE, INC.	Corporate Reseller	ARUBA NETWORKS, INC.	Platinum Partner	AVAYA COMMUNICATION	Emerald Reseller	AMAZON WEB SERVICES	Authorized Partner	BARRACUDA	DMR #2 Partner	BELKIN	VIP Level	BLACK BOX	Authorized Partner	BLUE COAT SYSTEMS, LLC	Authorized Partner	BMC SOFTWARE	Driver Level	BORLAND SOFTWARE COMPANY	Authorized Partner	BRENTHAVEN	Authorized Partner	BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner	CANOGA PERKINS	Authorized Partner
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BROCADE COMMUNICATION SYSTEMS (Ruckus)	Authorized Partner																																					
CANOGA PERKINS	Authorized Partner																																					

CANON U.S.A., INC.	Authorized Partner
CIENA (LOA 2/2/18)	Authorized Partner
CISCO SYSTEMS, INC.	Gold Partner
CITRIX	Gold Partner
CLEARCUBE	Authorized Partner
COBHAM	Authorized Partner
COMMSCOPE, INC.	Authorized Partner
COMMVAULT SYSTEMS, INC.	Platinum VelocityPlus Partner
COREL CORPORATION	Authorized Partner
CORNING	Authorized Partner
DATACOM	Authorized Partner
DELL (FIPA 12/15/17)	Titanium Black
EATON CORPORATION	Authorized Partner
EMC CORPORATION	Titanium Black
ENDACE TECHNOLOGY	Authorized Partner
ENTCO GOVERNMENT SW	Authorized Partner
F5 NETWORKS, INC	Gold Partner
FIREEYE, INC.	Authorized Partner
FORCEPOINT, LLC	Authorized Partner
FORTINET, INC.	Authorized Partner
FUJITSU	Authorized Partner
GENERAL DYNAMICS	Authorized Partner
GIGAMON, INC.	Authorized Partner
GUIDANCE SOFTWARE, INC.	Authorized Partner
HITACHI	Silver Level
HONEYWELL	Silver Level
HP COMPANY	Platinum
HP ENTERPRISE COMPANY	Platinum
IBM CORPORATION	Premier Business Partner
INFOCUS	Authorized Partner
JUNIPER NETWORKS, INC.	Elite Partner
KINGSTON TECHNOLOGY CORP	Authorized Partner
LENOVO	Client: Premier & DCG: Platinum
LEXMARK INTERNATIONAL, INC	Tier 1 - Diamond Edge
LG CORPORATION	Authorized Partner
LOGITECH INTERNATIONAL	Authorized Partner
MCAFEE, INC.	Platinum
MICROSOFT CORPORATION	Gold LSP
MOTOROLA	Authorized Partner
NCS	Authorized Partner
NEC	Authorized Partner
NETAPP, INC.	Corporate Reseller
NETGEAR	Platinum
NORTEL	Authorized Partner
NOVELL	Gold
NUTANIX, INC.	Tier 1 Premier
OKI DATA	Authorized Partner
ORACLE AMERICA, INC.	Global Platinum Partner
PALO ALTO NETWORKS	Platinum
PANASONIC CORPORATION	TP3 Reseller
PNY TECHNOLOGIES, INC.	Authorized Partner
POLYCOM, INC.	Platinum
QUANTUM CORPORATION	Premier
QUARK SOFTWARE, INC.	Authorized Partner
Red Hat	Advanced Business Partner
REDSEAL, INC.	Authorized Partner
RSA SECURITY, LLC	Titanium DMR Level
SAMSUNG	P4 Platinum
SEAGATE TECHNOLOGY	Authorized Partner
SHARP ELECTRONICS CORPORATION	Authorized Partner - Display Solutions
SOLARWINDS, INC.	Level 1 Tier 1
SONY	Gold
SPIRENT COMMUNICATIONS	Authorized Partner
SPLUNK, INC.	Premier
SYMANTEC CORPORATION	Platinum
TOSHIBA CORPORATION	Platinum Preferred
TREND MICRO, INC.	National Channel Partner
TRIPP LITE	Authorized Partner
VIEWSONIC CORPORATION	Authorized Partner
VISIONEER, INC.	Authorized Partner
VMWARE, INC.	Corporate Reseller - Premier Level
WESTERN DIGITAL	Authorized Partner
XEROX CORPORATION	Authorized Partner

In addition, SHI's Enterprise Solutions Group has over 150 people who hold 3000+ technical certifications for various products and solutions we offer. Included below is a sampling of some of our technical certifications.

- Adobe RSA - enVision (RSA - enVision 3.7)
- Adobe GIAC Certified Intrusion Analyst (GCI/A)
- AGOEA TOGAF
- APC Technical Consultant for Data Center
- Apple Certified Technical Coordinator 10.7
- Apple MacOS X 10.7 Support Certification
- Check Point Certified Security Administrator
- Check Point Certified Security Administrator
- Check Point - Certified Instructor
- Check Point - Certified Security Expert+
- Cisco CCIE #23895 R&S
- Cisco advanced Wireless
- Cisco CCDA
- Cisco Certified Network Associate
- Cisco Data Center Storage Networking Design Specialist
- CCIE-19985 Routing & Switching
- Citrix - Netscaler Basic Operations and Admin
- Citrix Certified Administrator XenServer (v5.0) (CCA)
- Citrix Certified Administrator Xen Server
- Citrix Certified Administrator Xen Desktop
- CIW v5 ASSOCIATE
- Commvault ServiceAdvantage - Project Management Methodology Training
- CommVault Certified Services Associate Assessment - CVCSA
- CommVault Solution Architect Certification - CVSA
- CommVault® Technical Sales Professional Accreditation - CVTSP
- Compellent Storage Center
- CompTIA A+
- CompTIA Network+
- CompTIA Security+
- CompTIA A+
- CompTIA Server+
- DataCore DCIE
- Dell Blade Server Solutions - Technical
- Dell SC Series Storage Professional Certification Exam
- Dell Certified Professional - SC Series Storage
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Expert - Technology Architect, Backup Recovery Solutions Version 6.0
- Dell EMC Specialist - Technology Architect, Backup Recovery Solutions Version 6.0
- EMC EMCTA
- EMC EMCPA
- EMC -PA
- EMC-Technology Architect
- EMC-Technology Architect
- Exin ITIL v2
- Exin ITIL v3
- HP Service Manager 9.x Software
- HP APP - HP Enterprise Solutions
- HP AIS - HP ProCurve Networking [2010]
- HP- AIS- Operations Manager Software v8 for Wins
- HP Operations Orchestration 9.x
- HPE ASE - Storage Solutions Architect V3
- HPE ATP - Storage Solutions V3
- HPE Master ASE - Storage Solutions Architect V3
- IBM Certified Deployment Professional Security SiteProtector System v2.0 SP 8.1
- IBM Certified Deployment Professional - Security Access Manager for Mobile
- ISC2 -- (CISSP) Certified Information Systems Security Professional
- ISC2 -- (ISSAP) Information Systems Security Architecture Professional
- ISC2 - (ISSEP) Information Systems Security Engineering Professional
- ISC2 -- (ISSMP) Information Systems Security Management Professional
- ITIL - V3 Foundations
- Exin - ITIL Foundations
- ITIL - Foundations
- LanDesk CLE
- LanDesk Certified LANDesk 9.0 Engineer
- LanDesk 8.8 Engineer
- McAfee Data Protection
- McAfee Network Security
- McAfee Risk & Compliance Management
- McAfee System Security
- Metastorm Provision
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Administrator on Windows 7
- Microsoft Certified IT Professional (MCITP): Enterprise Desktop Support Technician on Windows 7
- Microsoft Certified Technology Specialist (MCTS): Microsoft Exchange Server 2010, Configuration
- NetApp - Accredited Storage Architect
- Novell CNE
- Novell Certified Workload Management Administrator

		• Novell Systems & Resource Technical Specialist • Oracle VM Pre-Sales Assessment • Oracle Planning and Budgeting Cloud Service Specialist • Oracle Exadata Database Machine X2-2 and X2-8 Technology Support Specialist • Red Hat Certified Technician (RHCT) • RSA Certified System Engineer • RSA - Certified System Engineer - DLP • SANS.ORG GAWN - - GIAC Assessing and Auditing Wireless Networks (GAWN) • Secure Computing / McAfee Sidewinder v7 • Secure Computing / McAfee IronMail 6.5 • Security Horizon IAM - NSA INFOSEC Assessment Methodology • Security Horizon IEM- NSA INFOSEC Evaluation Methodology • SonicWall Certified SonicWALL Security Administrator • Splunk Sales engineer I • Symantec STS • Symantec Authorized Symantec Consultant • Symantec DLP 10.5 • Symantec Technical Specialist - Network Access Control • Symantec Data Loss Prevention STS 10.0 • Symantec Technical Specialist • VMware Certified Design Expert • VMware VCP 410 • VMWare VCP 410 • VMware VTSP Business Continuity Technical Sales Accreditation 4 • VMware Infrastructure Virtualization Technical Post-Sales Accreditation: Capacity Planner Fundamentals • VMware Business Continuity Technical Post-Sales Accreditation: SRM 1 Implementation Fundamentals • VMware Desktop Virtualization Technical Sales Accreditation 4 • VMware VCP - VMware Certified Professional • Watchguard WCSP • Websense Hosted Security Should Sourcewell be interested in certain certifications that are not listed we are happy to confirm if we hold those additional certifications as well.	
70	Summarize your current approach to serving Sourcewell members in each vertical (state and local government, education, and not-for-profit) and plans to grow utilization of your solutions in the event of a Sourcewell contract award.	Our initial approach to facilitate solutions for Sourcewell Members in each vertical includes putting our best people in place with a clear purpose and a tangible passion for success. Our team is empowered and has the autonomy to respond directly to Member requests. Additionally, we have ensured that SHI support teams, who work regionally and vertically, have the training and resources they need to provide Members with immediate, accurate, up-to-date information and the authority to take action when needed. Sourcewell and its Members will have the support of the entire SHI team starting from the top down. We will grow our solutions in unison with a growing Sourcewell Member base, keeping pace with the demands and expanding proactively and – always – using best practices. Denise Verdicchio, our Senior Director of Public Sector Sales has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and sustains her team in the public sector; she has executive authority to approve terms and to resolve issues, and she responds to inquiries within 8 business hours. Denise is dedicated to supporting the Sourcewell contract and ensuring its success. Denise leads the Public Sector team, who is prepared and eager to support Sourcewell members. Our Account Executives, who live work, and play in the communities they serve, are dedicated to each vertical and will support State and Local Government, Education, and not-for-profit customers across the US and Canada. This Public Sector sales force will actively promote the availability of Sourcewell to customers and prospects across the country. With the assistance of our Public Sector marketing team. Sourcewell members will benefit from SHI's laser focus to be the best, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Many of our customers have inquired about our relationship with Sourcewell; we are eager to contribute to your organization and are zealously confident that we are the ideal Sourcewell partner for this contract. We offer a fresh, new perspective to your Members and have worked tirelessly to improve as both a reseller and a total Solutions Provider. We bring integrity, purpose, and passion to Sourcewell and are grateful for your consideration.	*

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 Financials 2018-17.pdf - Tuesday August 13, 2019 17:28:09
 - [Marketing Plan/Samples](#) - Sourcewell Marketing Plan Draft and Sample marketing piece.pdf - Tuesday August 13, 2019 17:29:37
 - [WMBE/MBE/SBE or Related Certificates](#) - WBE Certificate_Exp_02-28-2020.pdf - Tuesday August 13, 2019 17:28:33
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell Pricing.pdf - Tuesday August 13, 2019 20:48:59
 - Supplemental Pricing Documentation (if needed) (optional)
 - Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver 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.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ 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.
- Aimee Ballenger, Public Program Manager

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.

AMENDMENT #1
TO
SOURCEWELL CONTRACT #081419-SHI

This Amendment is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Vendor).

Sourcewell awarded a contract for Technology Catalog Solutions to Vendor (#081429-SHI) effective November 12, 2019, until October 30, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

Vendor has requested to amended the Original Contract to expand the interpretation of the term "Vendor."

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree to amend the Original Contract as follows:

1. This Amendment is effective upon the date of the last signature below.

Remainder of page intentionally left blank.

2. As used within the Original Contract, any reference to “Vendor” will be interpreted to also include SHI Government Solutions, Inc.

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

Sourcewell

By: Jeremy Schwartz
AuthC: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/13/2020 | 9:03 AM CDT

SHI International Corp.

By: Kristina Mann
AuthC: 2A3B1E59B06C459...

Kristina Mann
Name – Printed

Title: Sr. Lead Contract Specialist

Date: 3/13/2020 | 8:56 AM CDT

Sourcewell—APPROVED:

By: Chad Coauette
AuthC: 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/13/2020 | 9:09 AM CDT



CONTRACT EXTENSION

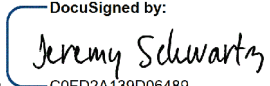
Contract Number: #081419-SHI

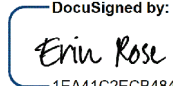
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp. (Vendor), 290 Davidson Avenue, Somerset, NJ 08873 have entered into Contract #081419-SHI for the procurement of Technology Catalog Solutions. The Contract has an expiration date of October 30, 2023, 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 October 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

SHI International Corp.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/17/2022 | 8:56 AM CST

DocuSigned by:

By: 1EA41C2ECB48407...
Erin Rose
Title: Sr. Contracts Specialist
Date: 11/17/2022 | 9:57 AM EST



**RFP #081419
REQUEST FOR PROPOSALS
for
TECHNOLOGY CATALOG SOLUTIONS**

Proposal Due Date: August 14, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Technology Catalog Solutions to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 14, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	June 27, 2019
Pre-proposal Conference:	July 18, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	August 7, 2019, 4:30 p.m., Central Time
Proposal Due Date:	August 14, 2019, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 14, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

Sourcewell RFP #081419
Technology Catalog Solutions
Page 1

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Technology Catalog Solutions, to include a complete electronic catalog system permitting Sourcewell and Sourcewell Members to make web-based purchases, and receive delivery of:
 - a. Computer hardware, including desktops, laptops, tablets, and related devices;
 - b. Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;
 - c. Peripherals, accessories, components, and options, including printers, scanners, monitors, AV equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;
 - d. Software related to the purchase of the equipment described in subparts a – c above; and,
 - e. Tech support or assessment services related to the purchase of the equipment or software described in subparts a – d above.

The catalog must be designed to populate with the Sourcewell and Sourcewell Member pricing offered by Proposer. To the extent that Proposer has retail store locations, the system must be capable of providing Sourcewell and Sourcewell Member pricing for purchases at Proposer's retail store locations.

The primary focus of this solicitation is on the offering of a technology catalog, but alternate forms of transaction (e.g., PO and invoice transactions) are a permissible ancillary service method.

2. This solicitation should NOT be construed to include "services only", or "consulting only" solutions. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. RFP#020817 Managed Service Provider (MSP) for Information Technology and I.T. Staff Augmentation

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or services being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$600 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcwell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to

Sourcewell RFP #081419
Technology Catalog Solutions
Page 7

INCOMPLETE. The Proposer can view this status change in the “MY BIDS” section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer’s sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



6/28/2019

Addendum No. 1

Solicitation Number: RFP#081419

Solicitation Name: Technology Catalog Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The RFP states that the estimated annual value of all transactions from contracts resulting from this solicitation is USD \$600 Million, and that proposers are expected to propose volume pricing. Are you sure that it will be \$600M contract value?

Answer 1:

The RFP anticipated volume is an estimate based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 2:

The RFP requests the proposer to provide a list of products and solutions in the proposer's catalog. Is there a standard template for sharing the catalog contents?

Answer 2:

The format of the proposal is left to the discretion of the proposer. Each proposer will select its preferred format for communicating its proposed solution for the requested equipment, products, and services, as described in the RFP.

End of Addendum

Acknowledgement of Addendum One (1) to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on June 28, 2019, is required at the time of proposal submittal.



7/15/2019

Addendum No. 2

Solicitation Number: RFP#081419

Solicitation Name: Technology Catalog Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

RFP Question #57 asks us to “Propose a method of facilitating ‘sourced’ products or related services which may be referred to as ‘open market items.’” It was our understanding that the RFP is for a full catalog solution, please clarify this question?

Answer 1:

RFP Question #57 allows each proposer to propose the method of facilitating sourced goods that apply to the solutions that the proposer offers, if any. To the extent that any question is not applicable to a proposer’s solutions, the proposer may state that the question is not applicable.

Question 2:

For RFP Question #67, is your expectation that re-sellers provide this information as this is typically something a manufacturer would address?

Answer 2:

RFP Question #67 allows each proposer to describe the proposer’s capability to identify third-party issued eco-labels, ratings or certifications for the equipment or products

within proposer's catalog, if any. To the extent that any question is not applicable to a proposer's solutions, the proposer may state that the question is not applicable.

Question 3:

For RFP Question #68, please clarify. Is Sourcewell asking how we would manage this coop in addition to others on which we are currently named?

Answer 3:

RFP Question #68 allows each proposer to describe the proposer's strategy related to the implementation and management of multiple cooperative purchasing contract awards, which may include Sourcewell in the event of an award. To the extent that any question is not applicable to a proposer's solutions, the proposer may state that the question is not applicable.

End of Addendum

Acknowledgement of this Addendum to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on 7/15/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. 3

Solicitation Number: RFP#081419

Solicitation Name: Technology Catalog Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

It is our assumption that this RFP is seeking a catalog solution to enable Sourcewell to facilitate electronic shopping for its members, however it is not clear if Sourcewell is seeking a list of discounted solutions from which its members may purchase. Can Sourcewell clarify which options it is looking for with responses?

Answer 1:

Sourcewell is seeking proposals for the technology needs of Sourcewell and Sourcewell Members, as identified in RFP Section II. B. 1., subsections a. – d., within a proposer's electronic catalog solution. Please refer to RFP Section II. B. for a complete statement of Sourcewell's Requested Equipment, Products, or Services.

End of Addendum

Acknowledgement of this Addendum to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/19/2019

Addendum No. 4

Solicitation Number: RFP#081419

Solicitation Name: Technology Catalog Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is "cost plus" pricing acceptable?

Answer 1:

Refer to RFP Section III. A. - Requirements, for directions applicable to the pricing alternatives. "Cost plus" is not an acceptable method of pricing a proposer's equipment, products, and services. However, "cost plus" is an alternative that a proposer may elect to use, in proposer's discretion, in the identification of costs that are not included in pricing for items such as installation, set up, training, inspection, delivery, etc. Proposals are evaluated based on the criteria stated in the RFP.

This Answer 1 supersedes the answer provided orally during the Pre-Proposal Conference held July 18, 2019.

End of Addendum

Acknowledgement of this Addendum to RFP#081419 distributed via email and posted to the Sourcewell Procurement Portal on 7/19/2019, is required at the time of proposal submittal.

Sponsored By: Interim City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH CABALLERO, FIERMAN, LLERENA, GARCIA, LLP FOR INDEPENDENT CONSULTANT AUDIT SUPPORT SERVICES TO PROVIDE THE CITY WITH AUDIT PREPARATION SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023 AND 2024; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") is in need of a firm to provide accounting and internal auditing services; and

WHEREAS, the City is on track to submit its Fiscal Year 2021-2022 financial audit; and

WHEREAS, on September 13, 2023, the City Commission approved Resolution 23-137 authorizing the Interim City Manager to enter into an agreement with Caballero, Fierman, Llerena, Garcia, LLP (CFLG) to provide accounting and internal auditing services to review and provide reconciliations for major account balances, conduct support functions to the City's external auditors and produce annual financial reports for fiscal year ending September 30, 2022; and

WHEREAS, the firm has made significant strides in preparing the Fiscal Year 2021-2022 audit report and is on track for submission. As a result, it is believed to be in the best interest of the City to execute an additional agreement to continue the Independent Consultant Support Services; and

WHEREAS, Caballero, Fierman, Llerena, Garcia, LLP (CFLG) has presented a proposal to continue to render services and to deliver the Fiscal Year 2022-2023 and Fiscal Year 2023-2024 Financial Statement and Audit Reports; and

WHEREAS, the term of the current agreement is set to expire on February 29, 2024, and the additional services can commence on March 1, 2024; and

WHEREAS, the Interim City Manager recommends that the City contract with Caballero, Fierman, Llerena, Garcia, LLP to provide the City with Audit Preparation Services for the fiscal year ending September 30, 2023 and 2024, but not to exceed Three Hundred Thousand Dollars (\$300,000.00) under any circumstances; and

WHEREAS, the Agreement shall be in effect for twenty-six (26) weeks to commence immediately upon the City Commission's approval and the expiration of the current agreement; and

WHEREAS, Caballero, Fierman, Llerena, Garcia, LLP (CFLG) will remain responsible for serving as an independent consultant to the City and shall undertake responsibilities to review and provide reconciliations for major account balances,

Resolution No. 24-

conduct support functions to the City's external auditors and produce annual financial reports for fiscal year ending September 30, 2023 and September 30, 2024; and

WHEREAS, the City Commission finds that finds that it is in the best interest of the City to approve an Agreement with Caballero, Fierman, Llerena, Garcia, LLP, attached hereto as Exhibit "A" and as provided herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby authorizes the Interim City Manager to execute an Agreement with Caballero, Fierman, Llerena, Garcia, LLP., as set forth in the Agreement attached hereto as Exhibit "A" and as provided herein, for an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00).

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Kelley _____

Commissioner Williams _____

Vice Mayor Ervin _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Director:	Niema Gantt		Department Director Signature:	DocuSigned by: <i>Niema Gantt</i> DocuSigned by: 814F65834E4942E... C46C07C1E8DE492...	
City Manager:	Darvin Williams		CM Signature:	<i>Darvin Williams</i>	
Commission Meeting Date:	2.28.2024		Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
				2nd Reading	
			Public Hearing: (Enter X in box)	Yes	No
Funding Source: Account#:	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	
				No	
Contract/P.O. Required: (Enter X in box)	Yes X	No 	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution authorizing the Interim City Manager to execute an agreement extension with Caballero, Fierman, Llerena and Garcia, LLP for Independent Consultant Support Services in delivering the FY23 and FY24 Financial Statement and Audit Report. This service shall be provided at an amount not to exceed \$300,000 per fiscal year issuance, for a term to begin immediately.

Staff Summary:

The City has previously been deficient in submitting its financial audit reports. The City Commission approved Resolution 23-137 authorizing the City Manager to enter into an agreement with Caballero, Fierman, Llerena, Garcia, LLP (CFLG) to provide accounting and internal auditing services. The firm has made significant strides in preparing the FY22 audit report and is on track for submission. As a result, it is believed to be in the best interest of the City to carry out an agreement extension for the continuation of Independent Consultant Support Services.

Caballero, Fierman, Llerena, Garcia, LLP (CFLG) has presented a proposal to continue to render these services and to deliver the FY23 and FY24 Financial Statement and Audit Report. The term of the current agreement is set to expire on February 29th, 2024, and the additional services can commence on March 1st, 2024. The City of Opa-locka is on track to submit the FY22 . The City needs a firm to provide accounting and internal auditing services.

The agreement shall be in effect for twenty-six (26) weeks to commence immediately upon the City Commission's approval and the expiration of the current agreement. Caballero, Fierman, Llerena, Garcia, LLP (CFLG) will remain responsible for serving as an independent consultant to the City and shall undertake responsibilities to review and provide reconciliations for major account balances, conduct support functions to the City's external auditors and produce annual financial reports for fiscal year ending September 30, 2023 and September 30, 2024.

Financial Impact – Funding for the accounting and internal audit services of \$300,000 has been recommended to be split between the General Fund at 80%, \$240,000, and the Water-Sewer Fund at 20%, \$60,000. Funding from the General Fund \$240,000 will come from account 17-513312 Other Professional Services with a budget of \$533,000 and a balance of \$356,507. Funding from the Water-Sewer Fund \$60,000 will have to be addressed in Budget Amendment #3.

Proposed Action:

Staff will enter into an agreement extension with Caballero, Fierman, Llerena, Garcia, LLP at the direction of the City Commission.

Attachment:

Caballero, Fierman, Llerena, Garcia, LLP- Engagement Letter
Caballero, Fierman, Llerena, Garcia, LLP- Proposal for Audit Preparation Services
Resolution 23-137

February 13, 2024

Honorable Mayor and Members of the City Commission
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

Re: Engagement Letter with Caballero Fierman Llerena & Garcia, LLP ("We", "our" or "us")

We are pleased to confirm our understanding of the terms and objectives of our engagement to provide consulting services to the City of Opa-Locka (the "City") relating to the Audit Preparation Services for the fiscal years ending September 30, 2023 and 2024.

Scope, Objective, and Responsibilities

We will perform limited consulting procedures solely to provide the City with Audit Preparation Services for the fiscal year ending September 30, 2023 and 2024. We will perform the procedures as described in Appendix A.

Our procedures will be performed pursuant to the Standards for Consulting Services issued by the American Institute of Certified Public Accountants. Because the procedures described in Appendix A do not constitute an audit conducted in accordance with auditing standards generally accepted in the United States of America, we will not express an opinion on any of the claims or items referred to above. Our engagement cannot be relied upon to disclose errors, irregularities or illegal acts, including fraud or defalcations that may exist. We will inform you of any material errors, irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

Engagement Administration, Fees, and Other

Enrique Llerena, CPA is the engagement partner for the Audit Preparation Services specified in this letter. His responsibilities include supervising CFLG's services performed as part of this agreement.

Our fee for these services for each fiscal year will be based on the proposed hourly rates included below by level:

Title	Discounted Rate	Hours	Total
Partner	\$ 350	205	\$ 71,750
Manager	275	510	140,250
Supervisor	190	-	-
Senior	175	500	87,500
Staff	135	-	-
		1,215	\$ 299,500

The fee estimate is based on anticipated cooperation from you and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered weekly as work progresses and are payable on presentation.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation, either prior to the filing of any legal action, or upon service of any lawsuit, upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The parties shall be responsible for their own legal fees incurred during the mediation. The venue of the mediation shall be in Miami-Dade County, Florida.

If mediation is unsuccessful, and/or if any legal proceedings are filed, by entering into this engagement, the City and we each expressly agree and acknowledge that Circuit Court for the Eleventh Judicial Circuit of Florida in and for Miami-Dade County, in Miami, Florida, and the United States District Court for the Southern District of Florida, in Miami, Florida, shall each have exclusive and sole jurisdiction for any action arising from, from relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions by us or the City and their respective employees, representatives, or agents. You expressly acknowledge that you voluntarily submit to personal jurisdiction in the State of Florida for any such legal action.

WE AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR THE CITY.

The provisions of the immediately preceding last two paragraphs of this engagement letter are each a material inducement for us to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by the City and our relationship with the City shall be governed by the laws of the State of Florida. In any litigation brought either by us or the City, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this engagement agreement may require.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this agreement shall remain in effect. The agreements of the City and Caballero Fierman Llerena & Garcia, LLP contained in this engagement letter shall survive the completion or termination of this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,



Enrique Llerena, CPA
Managing Partner
Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City.

Authorized signature: _____

Title: _____

Date: _____

Appendix A

Audit Preparation Services to be performed for the fiscal years ending September 30, 2023 and 2024 will consist of:

Level of Staffing – Senior – 13 weeks

Scope of work: Completion of work papers including:

- Prepaids,
- Inventories workpaper
- Transfer in and Transfers out
- Customer Deposits
- Complete Government wide workpapers
- Complete footnotes
- Create AJE's as deemed necessary
- Run Trial Balances
- Draft Statements
- GASB 54 workpapers
- Assist with footnotes
- Additional procedures as deemed necessary subject to mutual agreement
- Assistance with the Florida AFR.

Level of Staffing – Manager – 13 weeks

Scope of work: Completion/review of work papers including:

- Review of government wide workpapers
- Complete complex calculations for Pensions
- Assist with completion for OPEB
- Review of staff work
- Complete RSI information
- Complete footnotes
- Assist with cashflows
- Draft MD&A and update as necessary
- Assist with audit questions and attend City and auditor progress meetings
- Additional procedures as deemed necessary subject to mutual agreement

We understand that the team will be working with the Finance Director, and their team. The completion of the audit work papers and addressing all audit concerns would be the primary focus of this engagement. The services will be utilized for assistance of the completion of the Financial Statements, single audit and AFR reports.

AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2024, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter
“CITY”,

and

CABALLERO, FIERMAN, LLERENA, GARCIA, LLP
a company, authorized to do business in the State of Florida, hereinafter
“CONTRACTOR”.

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Contract and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Contract is based.

1.1 CITY is in immediate need of a contractor for professional accounting services as set forth in this Agreement.

1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.

1.3 CITY has worked with CONTRACTOR in the past and CONTRACTOR has a proven track record of success with CITY.

ARTICLE 2 **SCOPE OF WORK**

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in Exhibit 11A11 ("SCOPE OF WORK"). CONTRACTOR may hire sub-contractors who possess the skills and knowledge necessary to service CITY pursuant to this Agreement.

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Contract with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder, including subcontractors, in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence Work beginning on March 1, 2024, the effective date.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Contract as follows:

The CITY will pay compensation to CONTRACTOR for the accounting support services described herein for an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00).

This amount is based upon standard billing rates for team members assigned to this engagement ranging from \$135.00 to \$350.00 per hour. It is anticipated that the level of effort required for this engagement will be approximately 1,200 hours.

Resumes of key team members shall be provided to the City at the commencement of this Agreement.

Travel reimbursement expenses will not apply to this agreement.

CONTRACTOR shall bill invoices on a monthly basis and provide periodic invoices to the City based on the hours of work completed by personnel on a monthly basis, during the course of the engagement upon the rate and terms set forth above. Invoices shall include service for the work provided, which shall be hours of work completed by personnel with description of services.

4.2 CONTRACTOR, and any subcontractors of CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor, contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Contract shall be in accordance with the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Contract unless otherwise approved in writing.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed by the City Manager.
- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Prompt Pay. Payment is due within 30 days and following approval by the State Oversight representative.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY other than those arising from unsettled liens, or from unknown failure of the Work to comply with the requirements of the Exhibit A. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5

CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall neither commence Work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor allow any Subcontractor to commence work on its subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the Work. These Certificates shall contain a

provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than ¹¹A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons or tangible property arising out of the negligent acts or omissions of Contractor or its Subcontractors in the performance of the Work and name the CITY as an additional insured under their Comprehensive General Liability insurance policy.

5.5 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 CONTRACTOR'S INDEMNIFICATION

6.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the losses caused by CONTRACTOR'S negligent act or omissions. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with losses caused by CONTRACTOR'S negligent act or omissions, except in the event that the CITY fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

6.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

6.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

6.4 If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation. The costs of any mediation proceeding shall be shared equally by all parties.

ARTICLE 7
INDEPENDENT CONTRACTOR

7.1 This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Contract and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Contract shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 8
CONTRACT BOND

8.1 There shall be no bond requirements for this Contract.

ARTICLE 9
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Exhibit A, as long as such changes are in writing and are approved by the City Commission.

ARTICLE 10
TERM AND TERMINATION

10.1 This Agreement shall commence upon the effective date and end on September 11, 2024.

ARTICLE 11
MISCELLANEOUS

11.1 Legal Representation. It is acknowledged that each party to this Contract had the opportunity to be represented by counsel in the preparation of this Contract and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

11.2 Assignments. This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either without the prior written consent of CITY. For purposes of this Contract, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Contract shall run to the CITY and its successors and assigns.

11.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

11.4 CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this Contract;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.
- e. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054**

11.5 Ownership of Documents. Reports, surveys, plans, studies, financial records, and other data provided in connection with this Contract are and shall remain the property of CITY.

11.6 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered 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, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Darvin Williams, Interim City Manager
780 Fisherman Street
Opa-Locka, FL 33054

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

CONTRACTOR: Enrique Llarena, Managing Partner
8950 SW 74th Court
Ste 1210
Miami, FL 33156

Copy To: Caballero Nestor
8950 SW 74th Court
Ste 1210
Miami, FL 33156

Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

11.8 Exhibits. Each Exhibit referred to in this Contract forms an essential part of this Contract. The exhibits if not physically attached should be treated as part of this Contract and are incorporated herein by reference.

11.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Contract.

11.10 Severability. If any provision of this Contract or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.11 Governing Law. This Contract shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

11.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Contract shall be litigated in the 11th Judicial Circuit Court in and for Miami-Dade County. Prior to litigation, any dispute arising under this agreement (including but not limited to the scope, nature and quality of services performed by Contractor, Contractor's fees and other terms of the engagement) shall be submitted to mediation.

11.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Contract, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

11.14 Extent of Contract. This Contract together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

11.15 Waiver. Failure of the either party to insist upon strict performance of any provision or condition of this Contract, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

11.16 E-verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/ enrollment in the EVerify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the Everify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided

an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF OPA-LOCKA

INTERIM CITY MANAGER:

Darvin Williams, Interim City Manager

Attest:

City Clerk

City Attorney

CONTRACTOR:
CABALLERO, FIERMAN,
LLERENA, GARCIA, LLP

WITNESSES:

BY: _____
Enrique Llarena, Managing Partner
8950 SW 74th Court
Ste 1210
Miami, FL 33156

Sponsored By: City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE CITY OF OPA-LOCKA, FLORIDA v. DADE COUNTY POLICE BENEVOLENT ASSOCIATION; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about September 16, 2021, the City initiated litigation in Case No: 2021-021307-CA-01 through a Motion to Vacate Arbitration Award for which Defendant PBA was later added as a necessary party to the action. On October 15, 2021, PBA filed a Petition to Confirm Arbitration Award, Case No: 2021-023237-CA-01. The cases were later consolidated by agreement of the parties and the consolidation order was executed by the Court on March 9, 2022.

WHEREAS, the current action is pending in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida under the case now styled *City of Opa-Locka, Florida v. Dade County Police Benevolent Association* (the "Lawsuit"); and

WHEREAS, on or about February 28, 2024, the Parties agreed to settle all issues involved with this Lawsuit, including but not limited to, all claims for attorney's fees, costs, wages of any kind and claims of overtime; and

WHEREAS, the City of Opa-Locka disputes the allegations and denies any liability regarding the allegations raised by PBA in the Lawsuit; and

WHEREAS, the Parties now desire to amicably resolve and settle all matters at issue in order to avoid the expense of future litigation; and

WHEREAS, the parties desire to enter into a Settlement Agreement with the intended purpose of resolving all claims as set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Settlement Agreement.

The City Commission of the City of Opa-Locka hereby approves the agreement between the parties consistent with the Settlement Agreement attached hereto as Exhibit "A"; and further authorizes the City Manager to take all necessary action consistent with this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption and This Resolution is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by and between Plaintiff, City of Opa-Locka, Florida (“PLAINTIFF/CITY”), and Defendant, Dade County Police Benevolent Association the (“PBA”). The Parties are collectively hereby referred to as the “Parties.”

WHEREAS, this case stems from a termination of Officer Jamesha McKinney that was later heard before arbitrator Jerome Wolfson.

WHEREAS, on or about September 16, 2021, the City initiated litigation in Case No: 2021-021307-CA-01 through a Motion to Vacate Arbitration Award for which Defendant PBA was later added as a necessary party to the action. On October 15, 2021, PBA filed a Petition to Confirm Arbitration Award, Case No: 2021-023237-CA-01. The cases were later consolidated by agreement of the parties and the consolidation order was executed by the Court on March 9, 2022.

WHEREAS, the current action is pending in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida under the case now styled *City of Opa-Locka, Florida v. Dade County Police Benevolent Association* (the “Lawsuit”); and

WHEREAS, on or about February 28, 2024, the Parties agreed to settle all issues involved with this Lawsuit, including but not limited to, all claims for attorneys fees, costs, wages of any kind and claims of overtime; and

WHEREAS, the City of Opa-Locka disputes the allegations and denies any liability regarding the allegations raised by PBA in the Lawsuit; and

WHEREAS, the Parties now desire to amicably resolve and settle all matters at issue in order to avoid the expense of future litigation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged,

intending to be legally bound, hereby agree and covenant as follows:

1. **Incorporation of Recitals:** The above recitals are true and accurate and are incorporated herein by reference.
2. **Effective Date:** The Effective Date of this Agreement is the date the last party (here, the City) signs the Agreement.
3. **Settlement:** The Parties agree to settle this Lawsuit with the CITY paying Officer Jamesha McKinney an amount of \$50,000 as full and final settlement for all present and future claims, whatsoever. The parties agree that no further hearings are necessary in this case and further waive any claim(s) for additional fees and costs of any kind related to the Lawsuit. The parties agree to file a joint motion requesting an Order from the Court dismissing this action and further waive any and all claims that are or may have been contemplated as a result of the Lawsuit forever going forward.
4. **Costs and Attorney's Fees:** The Parties to this Settlement Agreement agree that PBA shall be paid \$7,000.00 for attorneys fees for the entire litigation action and that each party shall bear its own costs.
5. **Release of All Claims:** As part and parcel of this Agreement, PBA and Jamesha McKinney, their heirs, executors and administrators, assignors, successors and survivors, partners, family members, attorneys, hereby release, acquit, satisfy, and forever discharge the CITY, and its Commissioners, staff, affiliates, corporations, attorneys, principals, directors, board members, subsidiaries, officers, directors, family members, representatives, from any and all actions and causes of actions, damages, judgments, claims, counterclaims and demands whatsoever, liquidated or un-liquidated, contingent or fixed, known or unknown, determined or undetermined at law or in equity which they now have or may have from the beginning of time to the date of these presents and/or that otherwise could have been brought against the CITY in the Lawsuit.

6. **Enforcement of Agreement:** the Parties agree that any good faith dispute regarding the terms and conditions herein shall be resolved in the Eleventh Judicial Circuit in and for Miami-Dade County, FL.

7. **Representation by Counsel:** the Parties acknowledge that they have had a full opportunity to read this Agreement and have had the benefit of counsel in reviewing the Agreement.

8. **Miscellaneous:**

- No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.
- This Agreement contains the entire agreement between the Parties hereto and all prior or contemporaneous agreements, understandings, representations and settlements, oral or written, are merged herein.
- This Agreement shall be strictly construed in accordance with the laws of the State of Florida.
- This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns.
- The representations, warranties, covenants, agreements and indemnities of the Parties hereto made in this Agreement, or any certificate or document delivered pursuant hereto, shall remain operative and survive execution and delivery.
- The Parties hereto, at any time and from time to time, following the execution hereof, shall execute and deliver all such further instruments or

documents and take all such further action as may be reasonably required to carry out the terms, conditions and provisions of this Agreement.

- This Agreement may be executed in any number of counterparts hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all Parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement.
- All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons or entity may require.
- All sections, titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.
- The Parties to this Agreement intend that time shall be of the essence and that the performance of all duties, obligations and activities contemplated hereunder be done in strict compliance with the terms, provisions and procedures contained in this Agreement. Whenever any date or time is specified in this Agreement, strict adherence shall be required. However, unforeseen events, such as force majeure, weather, acts of war, and strikes shall excuse a party who makes a good faith effort to comply with the time specified within this Agreement, but cannot timely comply due to one of the aforementioned events, or a similar event. Under such circumstances, the performing party will be required to perform within a reasonable period of time.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by the undersigned Parties.

Executed this ____ day of _____, 2024.

CITY MANAGER

CITY CLERK

Jamesha McKinney (“Employee”)

Daniel Vazquez, Esquire
PBA Representative

STATE OF FLORIDA
COUNTY OF MIAMI-
DADE

Sworn to and subscribed before me by _____, this _____ day of _____, 2024.

_____ he is personally known to me, **OR**
_____ has produced as identification.

NOTARY PUBLIC

(NOTARY STAMP) Print Name

Executed this ____ day of _____, 2024.

By

Print Name

Title:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "RULES OF PROCEDURE", AND MORE SPECIFICALLY, SECTION 2.45(F) PERTAINING TO PREPARATION OF AGENDAS TO AMEND SUBMISSION AND COMPLETION DATES; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to create a more effective and efficient submission process for City Commission agendas; and

WHEREAS, the City Commission desires to amend Article II, Division 2, Section of the City of Opa-Locka's Code of Ordinances entitled "Rules of Procedure" and more specifically, Section 2.45(f) pertaining to preparation of city commission agendas; and

WHEREAS, the City Commission finds that establishing a more efficient submission process for City Commission agendas is in the best interests of the City of Opa-Locka.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending, Article II, Division 2, of the City of Opa-Locka's Code of Ordinances entitled "Rules of Procedure" and more specifically, Section 2.45(f) pertaining to preparation of city commission agendas to amend the submission and completion process and shall read:

(f) Preparation of agendas.

(1) All requests for placement of items on a regular city commission agenda by the mayor, commissioners, or a department heads ~~and any other party must~~ shall be submitted to the city manager, or the city manager's designee, for fiscal impact

analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager, or designee, shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney ~~no later than 5:00 p.m. on the Monday, nine (9) business days~~ within 24 hours from the Monday received, 8 business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve, ~~for~~ if legally sufficient~~ey~~ and submit the completed items to the clerk's office no later than 12:00 p.m. on the Tuesday, three(3) business days before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials at the time of submission to the city clerk;

(5) The clerk is required to time stamp any items not submitted electronically; ~~and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda~~;

(6) Any items that are submitted beyond the deadlines set forth herein may be placed on the following regular commission agenda subject to the process described herein;

(7) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting by a 4/5 vote of the city commission;

(8) These procedures shall supersede any prior legislation on this topic.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or

application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Sponsored By: Mayor Taylor

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	Mar 13, 2024		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes		No	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Financial Impact		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	Mayor Taylor		Department: City Manager's Office	City Commission			

Short Title:

An ordinance amending Chapter 2, Article II, Section 2-45(F) entitled "Preparation of Agenda" to increase the effectiveness of and timely submission of the City Commission agenda.

Staff Summary:

It is in the best interest of the City of Opa-locka for the City Commission to amend the internal process regarding the preparation of the City Commission agenda. The revisions shall be as follows:

- All requests for placement of items on a City Commission agenda by the Mayor, Commissioners, Department Heads and any other party must be submitted to the City Manager or Designee for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regular scheduled commission meeting.
- The City Manager or Designee shall serve as a central repository of the items, prepare a staff memo including financial impact statements and forward all requests for legislation to the City Attorney

within 24 hours from the Monday received, eight (8) business days before the agenda is printed and disseminated;

- The City Attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the Clerk's office no later than 12:00 p.m. on the Tuesday, three (3) business days before the agenda is disseminated;

All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

- The Clerk is required to time stamp any items not submitted electronically.
- Any items passed the deadlines listed shall not be accepted for inclusion on the upcoming agenda, but untimely item shall be placed on the next agenda;
- Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the City; and if the Commission concurs at the meeting with a 4/5 vote.
- These procedures shall supersede any prior legislation on this topic.

Financial Impact: No foreseen Financial Impact for this item.

Proposed Action:

Staff recommends the City Commission approve the ordinance amendment of Chapter 2, Article II, Section 2-45(F) entitled "Preparation of Agenda".

Attachment:

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 19, ARTICLE I, SECTION 19-9 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "STREETS AND SIDEWALKS" TO CREATE A NEW SECTION ENTITLED "SCHOOL ZONE SPEED LIMITS" TO REQUIRE ENHANCED ENFORCEMENT OF SPEED LIMITS WITHIN ROADS PROPERLY MAINTAINED AS SCHOOL ZONES IN ACCORDANCE WITH CHAPTER 316, FLORIDA STATUTES AND AUTHORIZING THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka desires to exercise its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within areas of Opa-Locka; and

WHEREAS, on May 31, 2023, the Florida Legislature passed and the Governor signed into law House Bill ("HB") 657 which provides that municipalities may enforce the applicable speed limit within a properly maintained school zone through the use of speed detection systems, and

WHEREAS, HB 657 authorizes municipalities to place or install, or contract with an independent vendor to place or install, speed detection systems that will capture photographic and video evidence to enhance enforcement of Florida Statute § 316.1896 and adherence to properly marked speed limits, and

WHEREAS, the Interim City Manager is hereby authorized to implement speed detection systems areas of Opa-Locka consistent with the placement and installation specifications established by the Florida Department of Transportation, as such may be amended from time to time, to enforce unlawful speed violations, on roadways maintained as school zones; and

WHEREAS, the City will conduct a public announcement and conduct a public awareness campaign to inform the City residents of speed detection systems implementation within Thirty (30) days following the passing of this ordinance and prior to the enforcement under this program. During the 30-day public awareness campaign,

the City shall only issue warnings to the registered owners of vehicles that violated this ordinance and Florida law concerning school zone speed limit enforcement. Promoting and protecting the health and safety of our City residents is a priority especially in areas frequented by youth and children; and

WHEREAS, to ensure a broad public awareness campaign, Staff may choose from multiple media announcements and campaigns to inform the City residents of the new speed detection system at a cost not to exceed Three Thousand Dollars (\$3,000.00). This will be funded by the Police Department Community Policing Account (26-521549) which currently has available funding of Eight Thousand Dollars (\$8,000.00). Once the system is implemented and all speed detection systems are operable, the ongoing program will be self-funded by the citations issued. Other than the cost of creating a public awareness campaign, the City will incur no other expense; and

WHEREAS, in an effort to further the intent of this Ordinance, the Interim City Manager is directed to take all reasonable steps to seek amendment of the contract with Verra Mobility to add installation and operation of an automated speed detection and enforcement systems pertaining to Opa-Locka school zones; and

WHEREAS, the City Commission finds that implementing School Zone Speed Limits, as provided herein, is in the best interests of the City of Opa-Locka.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 19, Article I, Section 19-9 of the City of Opa-Locka's Code of Ordinances, entitled "School Zone Speed Limits" and shall specifically read:

Sec. 9-19. School Zone Speed Limits.

A. Purpose

The implementation of speed detection systems affixed on select roads that are maintained as school zones within the city promotes the safety of the city residents, Miami-Dade County School District employees, and grade school children seeking an education within the city. The automated system will capture evidence of drivers in violation of this article and Florida Statute §316.1896, thus, promoting adherence and safe driving practices within proper designated school zones.

B. Intent

This article authorizes the city, in accordance with Chapter 2023-174 Laws of Florida and Florida Statute §316.008, as amended, to exercise its authority in placing and installing speed detection systems in various school zones with the boundaries of the city's jurisdiction. The placement and installation of speed detection systems on roads maintained as school zone will allow the city to identify violations of this article and Florida Statute §316.1896, enforce the provisions of this ordinance, and promote the safety of student and parent welfare.

C. Use of speed detection systems

This article shall not supersede, infringe, curtail or impinge upon state or county laws related to school zone speed limit violations or conflict with such laws. This article shall serve to enable the city to provide enhanced enforcement within school zones pursuant to Florida Statutes. The city shall utilize speed detection systems to deter school zone speed limit infractions and to thereby reduce accidents and injuries authorized to employ the services of a third party vendor for purposes of implementing this article.

D. Speed detection system enforcement; signage; violation

(a) Pursuant to Florida Statute §316.0776, as amended, the city shall post signage indicating that the subject school zone is subject to photographic and video enforcement of the school zone speed limit and notify the public of the specific times of enforcement.

(b) Pursuant to Florida Statute §316.1896, as amended, the owner of a motor vehicle violates this article and Florida law when the operator of such vehicle:

- 1. Operates a motor vehicle in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program,*
- 2. Operates a motor vehicle in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session,*
- 3. Operates a motor vehicle in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session, or 254*
- 4. Operates a motor vehicle in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.*

(c) A violation of this article occurs when the operator of a motor vehicle fails to comply with requirements of subsection (b). Violations shall be enforced pursuant to Florida Statute §316.1896.

E. Review of recorded photographic and video evidence

(a) The owner of the vehicle which is observed by recorded images operating a motor vehicle in violation of applicable City law) and Florida Statute §316.1896, shall be issued a notice of violation in accordance with Florida law.

(b) A law enforcement officers and/or designated a traffic infraction enforcement officer(s) shall review recorded images prior to the issuance of a notice of violation/infraction to ensure accuracy and the integrity of the recorded images. Once the officer has verified the accuracy of the recorded images a notice of violation/infraction shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or the address on record with the appropriate agency having such information in another state.

(c) A speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce violations of the Article and Florida Statute §316.1895 and §316.183, or user-controlled pan or tilt adjustments of speed detection system components, do not constitute remote surveillance.

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

2. Registered motor vehicle owner information obtained as a result of the operation of a speed detection system in a school zone is not the property of the manufacturer or vendor of the speed detection system and may be used only for the purposes of this Article.

F. Notice of violation and affidavits

(a) Within 30 days after a violation, notice must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available and that the violator must pay the penalty to the city or furnish an affidavit within 30 days after the date of the notice of violation in order to avoid court fees, costs, and the issuance of a uniform traffic citation. The notice of violation must:

1. Be sent by first-class mail.

2. Include a photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation.

3. Include a notice that the owner has the right to review, in person or remotely, the photograph or video captured by the speed detection system and the evidence of the speed

of the motor vehicle detected by the speed detection system which constitute a rebuttable presumption that the motor vehicle was used in violation of this Article and Florida Statute §316.1895 or §316.183.

4. State the time when, and the place or website at which, the photograph or video captured and evidence of speed detected may be examined and observed.

(b) a person who receives a notice of violation under this section may request a hearing within 30 days after the notice of violation or may pay the penalty pursuant to the notice of violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all costs related thereto and a form used for requesting a hearing. As used in this subsection, the term "person" includes a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of the violation.

(c) If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or an authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the notice of violation.

(d) A uniform traffic citation must be issued by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 30 days after notification if the registered owner has not requested a hearing and if the registered owner has not submitted an affidavit.

1. Delivery of the uniform traffic citation constitutes notification of a violation. If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or a duly authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the citation such person waives any challenge or dispute as to the delivery of the uniform traffic citation.

2. In the case of joint ownership of a motor vehicle, the uniform traffic citation must be mailed to the first name appearing on the motor vehicle registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.

3. The uniform traffic citation mailed to the registered owner of the motor vehicle involved in the infraction must be accompanied by the information described in subsection (a).

(e) The registered owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of this Article and Florida Statute §316.1895 or §316.183 unless the owner can establish that:

- 1. The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;*
- 2. A uniform traffic citation was issued by law enforcement to the driver of the motor vehicle at the time of the alleged violation; or*
- 3. The motor vehicle's owner was deceased on or before the date of the alleged violation, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other identified person or family member.*

(f) To establish facts under section (e), the registered owner of the motor vehicle must, within 30 days after the date of issuance of the notice of violation or the uniform traffic citation, submit an affidavit to the city setting forth information supporting such fact.

- 1. An affidavit transferring liability of the violation to the operator of the motor vehicle at the time that the alleged violation occurred must include the:*

i. Name

ii. Address

iii. Date of birth, and

iv. If known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation.

- 2. If the motor vehicle was stolen at the time of the alleged violation, the affidavit must include the police report indicating that the motor vehicle was stolen.*

- 3. If a uniform traffic citation was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.*

- 4. If the motor vehicle's owner to whom a notice of violation or a uniform traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the date of the alleged violation and one of the following:*

i. A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death but on or before the date of the alleged violation.

ii. Documented proof that the registered license plate belonging to the deceased owner's motor vehicle was returned to the Florida Department of

Highway Safety and Motor Vehicles or any branch office or authorized agent of the Florida Department of Highway Safety and Motor Vehicles after his or her death but on or before the date of the alleged violation.

iii. A copy of the police report showing that the deceased owner's registered license plate or motor vehicle was stolen after his or her death but on or before the date of the alleged violation.

(g) Upon receipt of an affidavit and other required documentation under section (f), the city shall dismiss the notice or citation and provide proof of such dismissal to the person who submitted the affidavit. The city is authorized to reissue a notice of violation or citation to the person identified as having care, custody, or control of the motor vehicle. If the person identified in the affidavit as having care, custody, or control of the motor vehicle at the time of the violation denies such control, then the city must notify the registered that the action will not be dismissed for failure to establish another person liable for the violation.

(h) This Section supplements the enforcement of Florida Statute §316.1895 and §316.183 and does not prohibit a law enforcement officer from issuing a uniform traffic citation for violation of this Article or Florida Law.

G. Sec. 24-176. – Hearings.

(a) A hearing pursuant to this article shall be conducted in accordance with all other City of Code of Ordinances code enforcement violations and Florida §316.1896(14) and Florida Statute §316.0083(5).

1. The petitioner, or person who elects to request a hearing, must be scheduled for a hearing by the clerk to the local hearing officer. The clerk must furnish the petitioner with notice sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing up to two times by submitting a written request to reschedule to the clerk at least 5 calendar days before the day of the scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the penalty assessed, plus the administrative cost, before the start of the hearing.

2. All testimony at the hearing must be under oath and must be recorded. The local hearing officer must take testimony from a traffic infraction enforcement officer and the petitioner and may take testimony from others. The local hearing officer must review the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system made available under this Article. Formal rules of evidence do not apply, but due process must be observed and govern the proceedings.

3. The local hearing officer must determine whether a violation occurred and must uphold or dismiss the violation. The local hearing officer must issue a final administrative order including the determination and, if the notice of violation is upheld, must require the

petitioner to pay the penalty previously assessed and an administrative cost not to exceed \$250. The final administrative order must be mailed to the petitioner by first-class.

4. An aggrieved party may appeal a final administrative order to the Eleventh Judicial Circuit Court of Florida.

(b) The presiding Hearing Officer shall be appointed in accordance with Article II, Section 24-27(2) of this Chapter.

(c) The city clerk, or his or her designee, shall be designated to serve as the clerk to the local hearing officer.

H. Annual Reporting

(a) The City Manager, or his/her designee, shall annually report the results of all systems within its jurisdiction by placing the report required under subsection (b) of this Section, and Florida Statute §316.0776, on the agenda of a regular or special city council meeting.

(b) The report must include a written summary, which must be read aloud at the regular or special city council meeting, and must contain:

- 1. The number of notices of violation issued,*
- 2. The number that were contested,*
- 3. The number that were upheld,*
- 4. The number that were dismissed,*
- 5. The number that were issued as uniform traffic citations, and*
- 6. The number that were paid, how collected funds were distributed, and in what amounts.*

(c) The City Manager, or his/her designee, shall report to the Department of Highway Safety and Motor Vehicles that the annual report required under this Section, and Florida Statute §316.0776, was considered in accordance with Florida law, including the date of the regular or special meeting at which the annual report was considered.

(d) On October 1, 2024, and annually thereafter, the City Manager, or his/her designee, shall submit a report to the Department of Highway Safety and Motor Vehicles identifying the public safety objectives used to identify a school zone for enforcement under this Article, reports compliance with Florida Statute §316.0776(3)(c), and details the results of the speed detection system in the school zone and the procedures for enforcement. The report must include:

1. Information related to the location of each speed detection system, including the geocoordinates of the school zone, the directional approach of the speed detection system, the school name, the school level, the times the speed detection system was active, the restricted school zone speed limit enforced pursuant to this Article and Florida §316.1895(5), the posted speed limit enforced at times other than those authorized by this Article and Florida Statute §316.1895(5), the date the systems were activated to enforce violations of this Article and Florida Statute §316.1895 and §316.183, and, if applicable, the date the systems were deactivated.

2. The number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid.

3. Any other statistical data and information related to the procedures for enforcement which is required by the Department of Highway Safety and Motor Vehicles.

(e) The city is responsible for and shall maintain its data for reporting purposes at least 2 years after such data is reported pursuant to this Section.

(f) Compliance or sufficiency of compliance with this paragraph may not be raised in a proceeding challenging a violation under this Article or Florida Statutes §316.1895 or §316.183.

I. Penalties and costs

Violators of this Article must pay a fine of \$100. Penalties assessed and collected

by the city, less the amount retained by the city pursuant to subsection (b) and (e), must be paid to the Department of Revenue weekly. Such payment must be made by means of electronic funds transfer. In addition, the City Manager, or his/her designee, shall remit a detailed summary of the penalties to the Department of Revenue. Penalties to be assessed and collected by the city must be remitted as follows:

(a) Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund.

(b) Sixty dollars shall be retained by the city and must be used to administer speed detection systems in school zones and other public safety initiatives.

(c) Three dollars must be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund.

(d) Twelve dollars must be remitted to the Miami Dade County School District and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions.

(e) Five dollars shall be retained by the city for School Crossing Guard Recruitment and Retention Program pursuant to Florida Statute §316.1894. 567

If a person who is mailed a notice of violation or a uniform traffic citation presents documentation that the notice of violation or uniform traffic citation was in error, clerk to the local hearing officer may dismiss the case. Clerk to the local hearing officer may not charge for this service.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

DocuSigned by:

City Manager:	Darvin Williams		CM Signature	 C40C07C1E8D8492...			
Commission Meeting Date:	March 13, 2024		Item Type:	Resolution	Ordinance		Other
			(Enter X in box)		X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
				X		X	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X		X	
Funding Source:	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
Account# :	See Financial Impact section below			X			
N/A							
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X	N/A				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐				
Sponsor Name	Mayor Taylor		Department: Planning & Community Development	City Commission			

Short Title:

An ordinance amending City of Opa-locka ordinance creating new section entitled "School Zone Speed Limits" to enhance enforcement of speed limits within roads properly maintained as school zones and authorizing the placement and installation of speed detection systems on roadways maintained as school zones and Further directing the Interim City Manager to renegotiate and amend contract with Verra Mobility adding installation and operation of an automated speed detection and enforcement system in all Opa-Locka school zones.

Staff Summary:

On May 31, 2023, the Florida Legislature passed, and the Governor signed into law House Bill ("HB") 657 which provides that municipalities may enforce the applicable speed limit within a properly maintained school zone through the use of speed detection systems. HB 657 authorizes municipalities to place or install or contract with an independent vendor to place or install, speed detection systems that will capture photographic and video evidence to enhance enforcement of Florida Statute § 316.1896 and adherence to properly marked speed limits.

The City of Opa-locka exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within areas of Opa-locka. The Interim City Manager is hereby authorized to implement speed detection systems areas of Opa-locka consistent with the placement and installation specifications established by the Florida Department of Transportation, as such may be amended from time to time, to enforce unlawful speed violations, on roadways maintained as school zones.

The City will conduct a public announcement and conduct a public awareness campaign to inform the City residents of speed detection systems implementation within 30 days following the passing of this ordinance and prior to the enforcement under this program. During the 30-day public awareness campaign, the City shall only issue warnings to the registered owners of vehicles that violated this ordinance and Florida law concerning school zone speed limit enforcement. Promoting and protecting the health and safety of our City residents is a priority especially in areas frequented by youth and children.

Financial Impact:

To ensure a broad public awareness campaign, staff may choose from multiple media announcements and campaigns to inform the City residents of the new speed detection system at a cost not to exceed \$3,000.00. This will be funded by the Police Department Community Policing Account (26-521549) which currently has available funding of \$8,000.00. Once the system is implemented and all 8 speed detection systems are operable, the ongoing program will be self-funded by the citations issued. Other than the cost of creating a public awareness campaign, the City will incur no other expense.

Proposed Action:

Staff recommends the City Commission approves the installation of the School Zone Speed Limits Detection System.

Attachment:

Sponsored by: Commissioner Williams

ORDINANCE NO. 24-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Opa-Locka Land Development Regulations, Ordinance 15-31 address the general storage of a recreational vehicle, of a certain length and width, on single-family or duplex residential zoned property, subject to the conditions listed in Section 22-116; and

WHEREAS, the City Commission of the City of Opa-Locka desires to prohibit the storage of recreational vehicles on residential zoned properties; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend Section 22-116 of the City of Opa-Locka's Land Development Regulations, pertaining to recreational vehicles.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. Article V of the Land Development Regulations (pursuant to Ordinance 15-31) is hereby amended to replace, Section 22-116, as set forth below, and shall have the meanings ascribed and shall be removed and replaced with the following words, terms and phrases and shall read:

Sec. 22-116 Recreational Vehicles.

1. Definitions

- (1) "travel trailer," which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8-1/2 feet and an overall body length of no more than 40 feet when factory-equipped for the road.
- (2) "camping trailer," which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.
- (3) "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.
- (4) "motor home," which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.
- (5) "van conversion," which is a vehicular unit which does not exceed the length and width limitations provided in s. 316.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.
- (6) "fifth-wheel trailer," which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.
- (7) The term "screened" means significantly hidden from view from grade level by a structure or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.
- (8) Residential Zoned Property include any of the following:
- Single-Family Residential district. Any zoning use district bearing the prefix R-1.
 - Two-Family Residential district. Any zoning use district bearing the prefix R-2.
 - Residential Townhouse district. Any zoning use district bearing the prefix R-TH

Moderate Density Residential district. Any zoning use district bearing the prefix R-3

High Density Residential district. Any zoning use district bearing the prefix R-4

Any Residential Mixed Use bearing the prefix HDOD; CMU; MNMU.

2. Recreational Vehicle Storage

~~The place of storage shall be to the rear of the front building line if adequate side setbacks are available. Where the R.V. storage area is located between the residence and a side street property line, the R.V. shall be visually buffered by a six-foot wood privacy fence, masonry wall, trees or shrubs maintained to a height of six feet. The front building line referred to shall be that portion furthest from the street.~~

(1) Recreational Vehicle parking and storage is prohibited on property zoned residential. Use of recreational vehicles as dwelling units is prohibited. To park or store a recreational vehicle on property zoned residential will be a violation the Land Development Regulation, Ordinance 15-31, Section 22-116 as amended.

(2) Immediately following the passage of this Ordinance, the City shall use best efforts to engage in a public information campaign to educate residents on the requirements of this Ordinance. The public information campaign shall take place up to 90 days after passage to address removal of recreational vehicles from properties zoned residential.

Any person owning a recreational vehicle that is occupying real property zoned residential within the City as of the passage of this Ordinance, will have up to 90 days to remove the recreational vehicle from the City. After the 90-day public information campaign all violations will be subject to Code Enforcement Action including the assessment of a civil penalty. After receiving a civil penalty, the property owner will have 30 days to cure the violation, i.e. removal of the recreational vehicle from his property or be subject to additional citation and remedies permitted by City Code.

(3) *Enforcement of the Code.* Notwithstanding the provisions of this section, the City may at all times continue enforcement of the City Code through any authorized code compliance methods specified in the Land Development Regulations or any provision of the City of Opa-Locka's Code of Ordinances or other authorized means, including but not limited to, issuance of and Prosecution of a notice of violation or the issuance of a citation. This section shall not be construed or interpreted to serve as a

defense against any enforcement action brought by the City based on noncompliance with the current requirements of the City Code.

Section 3. Chapter 7, Article I, Section 7-6 of the City of Opa-Locka's Code of Ordinances is hereby amended to add new number 106 to establish a fees concerning recreational vehicle storage violations and shall read:

106. Recreational Vehicle Parking \$500.00

Section 4. Article XI, Division 10, Subdivision 2, Section 2-570.33 of the City of Opa-Locka's Code of Ordinances is hereby amended to establish a civil penalty for noncompliance for failure to register recreational vehicles as set forth below:

Code Section	Description of Violation	Civil Penalty
<u>3-1</u>	Erecting, constructing, posting, etc., of a sign without a permit	\$200.00
<u>3-2</u>	Failure to obtain required sign inspection approval	200.00
<u>5-1</u>	Cruelty and fighting:	
	Prohibited generally	
	Tormenting, torturing or inflicting cruelty on an animal, or human being	500.00
<u>5-18</u>	Keeping vicious and howling dogs	500.00
<u>7-3</u>	Permit prerequisite to doing work:	
	Failure of homeowner to get permit	200.00
	Failure of contractor to get permit	500.00

Code Section	Description of Violation	Civil Penalty
<u>7-9</u>	Duty to clean site:	
	Failure to remove debris, equipment, materials or sheds	200.00
9	Excavations and fillings:	
	Illegal excavation	500.00
<u>10-5</u>	Permit required for intentional burning:	
	Setting fire without permit	200.00
	Failure to obtain required permit or violation of conditions of permit	200.00
11	Garbage and trash:	
	Only city or licensed collectors to collect and dispose.	
<u>11-5</u>	Utilizing the waste collection services of an unauthorized waste collection agency by a commercial establishment	500.00
<u>11-7</u>	Offensive or dangerous accumulations:	
	Creating or maintaining fire hazard	200.00
<u>11-10</u>	Removal prohibited except from approved containers:	

Code Section	Description of Violation	Civil Penalty
	Uncontainerized refuse, rubbish, or solid waste	100.00
<u>11-14</u>	Curbside placement; emergency; improvement of collection procedure; conditions:	
	(b) Domestic garbage	
	Hanging waste container at curbside, right-of-way or street edge before or after specific hours of normal collection;	100.00 per day
	(d) Garbage to be differentiated from garden trash and rubbish when placed in receptacles or containers for collection purposes	
	Placement of commingled yard trash at the curbside or other designated trash collection area, by residents for collection and disposal	50.00
	Placement of commingled yard trash at the curbside or other designated trash collection area by commercial multifamily residential establishments, for collection and disposal	100.00
13	Licenses and Business Regulations	
<u>13-2</u>	Tax levied and license required:	
	Failure to obtain a City of Opa-locka occupational license	100.00
14	Nuisances	

Code Section	Description of Violation	Civil Penalty
<u>14-1</u>	Creation or maintenance of public nuisance prohibited; duties of owners and tenants:	
	Trash, debris, refuse, or garbage on premises	100.00
	Excessive growth of weeds, grass, other flowers	100.00
	Failure to exterminate insects, rodents, termites, vermin or other pest	100.00
	Allowing public nuisance to exist	100.00
	Causing a sanitary nuisance	500.00
	Maintaining a sanitary nuisance	500.00
<u>15</u>	Noise:	
	Prohibited generally.	
	Excessive noise violation	100.00
<u>15-137</u>	Adherence to red light traffic control signals:	
	First offense	125.00
	Second offense	250.00

Code Section	Description of Violation	Civil Penalty
	Each additional offense	500.00
<u>20</u>	Trailers	
<u>20-2</u>	Parking prohibited except in trailer park:	
106	Illegal placement or storage or parking of a recreational vehicle	500.00

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 7. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 8. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this ____ day of _____, 2024.

PASSED SECOND READING this ____ day of _____, 2024.

John H. Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Vice-Mayor Ervin	(Yes) _____	(No) _____
Mayor Taylor	(Yes) _____	(No) _____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:		
City Manager:	Darvin E. Williams		CM Signature		
Commission Meeting Date:	March 13, 2024		Item Type: (Enter X in box)	Resolution	Ordinance
				X	
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading	2nd Reading
				X	X
		X	Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes	No
				X	
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	Commissioner Williams		Department: Planning & Community Development	Commissioner Williams	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The current Land Development Regulations, Ordinance 15-31, Section 22-16 address the general storage of recreational vehicles on residential zoned property subject to the conditions listed in Section 22-116. The City Commission desires to remove legislation to permit parking and storage of

recreational vehicles on property zoned residential and to provide definitions and provide progressive fees to be assessed for violators after a 90-day public information campaign. The Planning and Community Development Department has reviewed the amendment to prohibit recreational vehicle storage in the City of Opa-locka which will require an amendment of Ordinance 15-31, the Land Development Regulations, Article V, Section 22-116, "Recreational Vehicle Storage".

Financial Impact

Account	Description	Available	Project	Remaining Balance

There is no negative financial impact from the approval of this legislation.

Proposed Action:

PCD Staff recommends approval of this text amendment.

Attachment:

Draft Ordinance
Amended Land Development Regulation-

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FIVE HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED TWO DOLLARS AND EIGHTY-EIGHT CENTS (\$524,402.88), AT AN INTEREST RATE OF 5.69%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2023, the City Commission approved Resolution 22-045 for the procurement of a new Vactor Truck (Vactor Model 2115i mounted on a 2023 Freightliner Model 114SD truck chassis) with the intent to lease and finance for a five-year term with an interest rate of 4.57% and annual payments of One Hundred Six Thousand Two Hundred Thirty-One Dollars and seventy-seven cents (\$106,231.77), where at the end of the lease term, the City assumes ownership of the vehicle; and

WHEREAS, no contract has been executed, and the Interim City Manager recommends financing the lease for a four-year period; and

WHEREAS, Staff conducted an analysis which demonstrated savings due to reduced interest payments from the shorter period. The interest rates used were provided by Republic First national Bank in July, 2022 when this project was first considered; and

WHEREAS, on January 22, 2024, Staff received an updated interest rate quote of 5.69% for a four-year lease, reflecting Federal Reserve rate increases over the past two years. A final quote is provided when delivery of the vehicle is imminent. Although a higher interest rate than originally provided, the Stormwater Operating Fund remains in very good financial condition and staff continues to recommend the four-year term option; and

WHEREAS, the total cost of the four-year lease to own plan is Five Hundred Twenty-Four Thousand Four Hundred Two Dollars and Eighty-Eight Cents (\$524,402.88), which includes four annual payments of One Hundred Thirty-One

Thousand One Hundred Dollars and Seventy-Two Cents (\$131.100.72), starting March 31, 2024 at an interest rate of 5.69%; and

WHEREAS, Sourcewell previously awarded a contract to Environmental Products Group, Inc., pursuant to its Request for Proposals (RFP) No. 101221 for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for a four-year period commencing December 20, 2021 through November 29, 2025. The contract may be extended for a fifth year at Sourcewell's discretion; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback Sourcewell Cooperative Program Agreement 101221-VTR with Environmental Products Group, Inc. to accept a four-year capital lease agreement in the amount of Five Hundred Twenty-Four Thousand Four Hundred Two Dollars and Eighty-Eight Cents (\$524,402.88), which includes four annual payments of One Hundred Thirty-One Thousand One Hundred Dollars and Seventy-Two Cents (\$131.100.72), starting March 31, 2024 at an interest rate of 5.69%.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, THAT:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida piggybacks the Sourcewell Cooperative Program Agreement 101221-VTR with Environmental Products Group, Inc. to accept a four-year capital lease agreement for the purchase of a new Vactor Model 2115i mounted on a new 2023 Freightliner Model 114SD truck chassis, in the amount of Five Hundred Twenty-Four Thousand Four Hundred Two Dollars and Eighty-Eight Cents (\$524,402.88), which includes four annual payments of One Hundred Thirty-One Thousand One Hundred Dollars and Seventy-Two Cents (\$131.100.72), starting March 31, 2024 at an interest rate of 5.69%.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by

filing a corrected copy of same with the City Clerk.

SECTION 4. CONFLICT AND REPEALER.

Any provision of any City of Opa-Locka ordinance or regulation or resolution which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

SECTION 5. LIBERAL CONSTRUCTION.

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

SECTION 6. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this _____ day of _____, 2024.

PASSED SECOND READING this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:		
City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date:	Mar 13, 2024		Item Type:	Resolution	Ordinance
			(Enter X in box)		X
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# :	(Enter Fund & Dept) See Attachments		Advertising Requirement: (Enter X in box)	Yes	No
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X	Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		
Sponsor Name	City Manager		Department: City Manager's Office	City Manager	

Short Title:

Lease Financing – Vactor Truck

Staff Summary:

Issue/Recommendation: Resolution 22-045 authorized the procurement of a new Vactor Truck with lease financing with a five-year term. Staff recommends amending the lease financing to a four-year period and approving the lease quote.

History: On October 5, 2023, the City Commission authorized the procurement of a Vactor Model 2115i mounted on a 2023 Freightliner Model 114SD truck chassis. This procurement was to be financed with a five-year lease with an interest rate of 4.57% and annual payments of \$106,231.77. At the end of the lease term, the City assumes ownership of the vehicle.

Current Activity: Staff conducted an analysis which demonstrated savings due to reduced interest payments from the shorter period. The interest rates used were provided by Republic First national Bank in July, 2022 when this project was first considered. On January 22, 2024 staff received an updated interest rate quote of 5.69% for a four-year lease, reflecting Federal Reserve rate increases over the past two years. A final quote is provided when delivery of the vehicle is imminent. Although a higher interest rate than originally provided, the Stormwater Operating Fund remains in very good financial condition and staff continues to recommend the four-year term option.

Financial Impact: Four annual payments of \$131,100.72, starting March 31, 2024 will be charged to Stormwater Operating Fund Account 43-538648.

.Proposed Action:

Staff recommends the City Commission approve the procurement of the Vactor truck with a four-year lease from Republic First National Bank with four annual payments of \$131,100.72 and an interest rate of 5.69%.

Attachment:

1. Republic First National Bank letter of January 22, 2024 providing a quote for procurement of a new Vactor Truck

January 22, 2024

To: Airia Austin
Vendor: Environmental Products Group
From: Angie Deming

Customer: City of Opa-Locka

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) New Vactor

Unit Cost: \$ 479,002.13
Down Payment: \$ 0.00
Net Financed: \$ 479,002.13
Frequency of Payments: Annual

Number of Payments: 4
Payments: \$ 131,100.72
Factor: 0.27370
APR: 5.69%

Delivery Date: February, 2024
First Lease Payment Due: March, 2024

- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,
Republic First National Corporation

Angie Deming
angie@rfnonline.com