

City of Lauderdale Lakes

Office of the City Clerk 4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599 (954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION WORKSHOP AGENDA

City Commission Chambers July 21, 2025 5:00 PM

Please join the meeting via Zoom https://us06web.zoom.us/j/89884675169

Please join the meeting via telephone: 1 305 224 1968 or 1 309 205 3325 Meeting ID: 898 8467 5169

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. DISCUSSION

REVIEW OF THE JULY 22, 2025 CITY COMMISSION MEETING AGENDA

- 4. DISCUSSION OF PROPOSED ORDINANCE(S)
- 5. ADDITIONAL WORKSHOP ITEMS
 - A. DISCUSSION REGARDING SUPPORTING THE NEWLY FORMED CHAMBER OF COMMERCE COMMITTEE FUTURE PLANS AND NEEDS IN THE ESTABLISHMENT OF THE LAUDERDALE LAKES CHAMBER OF COMMERCE (5:30 P.M. TIME CERTAIN)
 - This is a discussion requesting financial and/or in-kind support from the City Commission in moving forward with the plans set by the newly formed Lauderdale Lakes Chamber of Commerce Committee to incorporate the Chamber of Commerce.
 - B. ADVISORY BOARDS' PRESENTATION TO THE CITY COMMISSION (BUDGET ADVISORY COMMITTEE, MILITARY AFFAIRS BOARD, PARKS AND RECREATION ADVISORY BOARD, PLANNING AND ZONING BOARD AND SCHOOL ADVISORY BOARD) (6:00 P.M. TIME CERTAIN)
 - This is an update from the Budget Advisory Committee, Military Affairs Board, Parks and Recreation Board, Planning and Zoning Board and School Advisory Board.
 - C. DISCUSSION REGARDING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONSULTANTS FOR MPO CSLIP CYCLE 5 (CITYWIDE SIDEWALK IMPROVEMENTS) PROJECT (6:30 P.M. TIME CERTAIN)

This is a discussion regarding the MPO's Complete Streets and other Localized Initiatives Program (CSLIP) provides funding for small local transportation projects that will improve the safety and mobility for all transportation users in Broward. This competitive grant program can fund projects such as (but not limited to): complete streets projects, traffic calming and intersection improvements, ADA upgrades, mobility hubs, bus shelters, bike racks and technology advancements such as transit signal priority and traffic control devices.

D. DISCUSSION REGARDING THE CITY OF LAUDERDALE LAKES HEALTHCARE BENEFITS ANALYSIS

This is a discussion regarding a comprehensive review of heathcare renewal, market trends and historical data to guide strategic decisions for the upcoming fiscal year. This is presented by Gelin Benefits Group, LLC.

E. DISCUSSION REGARDING APPROVING THE ADOPTION OF TRAILHEAD PARK BY THE KIWANIS CLUB OF LAUDERDALE LAKES UNDER THE CITY'S ADOPT-A-PARK PROGRAM, TO BE ADMINISTERED BY THE PARKS AND HUMAN SERVICES DEPARTMENT

This is a discussion regarding establishing the Kiwanis Club of Lauderdale Lakes to adopt the Trailhead Park. The Adopt-A-Park Program is administered by the City of Lauderdale Lakes through the Parks and Human Services Department and is designed to encourage community engagement, promote environmental stewardship, and assist in maintaining clean and safe city parks.

F. DISCUSSION REGARDING UTILIZING THE DENNIS PROJECT FOR THE CONTINUATION OF THE SCIENCE, TECHNOLOGY, ENGINEERING, ARTS AND MATH (S.T.E.A.M) PROGRAM IN ACCORDANCE WITH THE CITY'S PROCUREMENT CODE, SEC 82-358 (A) (11) EDUCATIONAL OR ACADEMIC PROGRAMS IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00) FOR FISCAL YEAR 2026

This is a discussion to continue utilizing The Dennis Project for hosting and implementing the City's S.T.E.A.M. (Science, Technology, Engineering, Arts, and Math) programs for youth, in an amount not to exceed \$30,000.00 for Fiscal Year 2026.

G. DISCUSSION REGARDING THE PROCESS AND PROCEDURE FOR HIRING A NEW CITY MANAGER (SPONSORED BY MAYOR EDWARDS PHILLIPS)

This is a continued discussion regarding the status (RFP25-3110-10R Executive Search Firm) on awarding a consultant for the hiring of a new city manager.

H. DISCUSSION REGARDING AUTHORIZING THE PURCHASE OF SOFTWARE SUBSCRIPTIONS FROM SHI INTERNATIONAL CORPORATION USING THE NASPO ALTERNATE CONTRACT SOURCE NO. 43230000-23-NASPO-ACS AND EXECUTED CONTRACT NO. CTR060028 COMPETITIVELY PROCURED BY THE STATE OF ARIZONA FOR SOFTWARE VALUE ADDED RESELLER PRODUCTS AND SERVICES PROVIDED BY THE APPLICABLE SOFTWARE PUBLISHERS AND MANUFACTURERS IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00) PER FISCAL YEAR FOR SOFTWARE SUBSCRIPTIONS AND A CONTINGENCY OF FIVE PERCENT (5%) FOR ANY UPCOMING INCREASES FOR A FINAL AMOUNT OF FORTY TWO THOUSAND DOLLARS (\$42,000.00)

This is a discussion regarding authorizing the purchase of software subscriptions with SHI International Corporation in amount not to exceed \$42,000.00.

I. DISCUSSION REGARDING AUTHORIZING THE PURCHASE OF ADDITIONAL LICENSES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS FROM RINGCENTRAL, INC., IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00) FOR THE ANNUAL COST OF THE LICENSES AND SERVICES

This is a discussion regarding authorizing the purchase of additional licenses for the city's Upgraded Telephone System in accordance with the terms and condition of The Interlocal Purchasing System (TIPS) Cooperative Program Contract 210303, Telephone and Communications Data Systems and Solutions, from RingCentral, Inc., in an amount of \$30,000.

- J. DISCUSSION REGARDING FIRST BAPTIST CHURCH PINEY GROVE BACK TO SCHOOL BASH USE OF THE CITY'S LOGO (SPONSORED BY MAYOR EDWARDS PHILLIPS)
 - This is a discussion regarding First Baptist Church Piney Grove Back to School Bash use of the City's logo.
- K. DISCUSSION REGARDING HOSTING A FLORIDA LICENSING ON WHEELS (FLOW) EVENTAS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER MAXWELL-

WILLIAMS)

This is a continued discussion regarding hosting a Florida Licensing On Wheels (FLOW) event as a Commissioner Initiative.

- L. DISCUSSION REGARDING USE OF VACANT GREENSPACE AT THE BELLA VISTA COMMUNITY FOR LAKES SPACE AS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER HARRISON)
 - This is a discussion regarding the use of vacant greenspace at the Bella Vista Community for Lakes Space as a Commissioner Initiative.
- M. DISCUSSION REGARDING DIAPER BANK DISTRIBUTION FOR NATIONAL DIAPER DISTRIBUTION WEEK (SPONSORED BY COMMISSIONER HARRISON)
 - This is a discussion regarding a diaper bank distribution.
- N. DISCUSSION REGARDING AN AMNESTY PROGRAM (SPONSORED BY COMMISSIONER HARRISON)

This is a discussion regarding an amnesty program.

6. REPORTS

FUTURE MEETINGS:

The next scheduled City Commission Workshop will take place on August 11, 2025 at 5 p.m. The next scheduled City Commission Meeting will take place on August 12, 2025 at 7 p.m.

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Mayor Veronica Edwards Phillips - Vice Mayor Tycie Causwell

Commissioner Easton K. Harrison - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

DISCUSSION REGARDING SUPPORTING THE NEWLY FORMED CHAMBER OF COMMERCE COMMITTEE FUTURE PLANS AND NEEDS IN THE ESTABLISHMENT OF THE LAUDERDALE LAKES CHAMBER OF COMMERCE (5:30 P.M. TIME CERTAIN)

Summarv

This is a discussion requesting financial and/or in-kind support from the City Commission in moving forward with the plans set by the newly formed Lauderdale Lakes Chamber of Commerce Committee to incorporate the Chamber of Commerce.

Staff Recommendation

Background:

The Chamber provides a diverse array of benefits designed to keep business owners informed about key issues and emerging trends that shape both the local marketplace and broader community. Lauderdale Lakes businesses, in particular, can enjoy enhanced visibility, capitalize on networking opportunities, and forge meaningful connections that foster growth and long-term success.

Inspired by the strong interest and enthusiastic support from business owners who attended the "Meet, Greet & Grow" event hosted by the Economic Development Advisory Board on May 14, 2025, a dedicated committee has now been established to continue the momentum.

Summary of Program:

The committee's mission is to develop the foundational bylaws for the Lauderdale Lakes Chamber of Commerce, define the structure for an interim leadership team, and create a strategic roadmap to launch and maintain the Chamber's long-term success.

Funding Source:

General Funds

Fiscal Impact:

The Committee might require assistance with the incorporation of the chamber of commerce and other activities

Sponsor Name/Department: Vielka Buchanan, Economic Development Manager / Economic

Development Services

Meeting Date: 7/21/2025

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title

ADVISORY BOARDS' PRESENTATION TO THE CITY COMMISSION (BUDGET ADVISORY COMMITTEE, MILITARY AFFAIRS BOARD, PARKS AND RECREATION ADVISORY BOARD, PLANNING AND ZONING BOARD AND SCHOOL ADVISORY BOARD) (6:00 P.M. TIME CERTAIN)

Summary

This is an update from the Budget Advisory Committee, Military Affairs Board, Parks and Recreation Board, Planning and Zoning Board and School Advisory Board.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Meeting Date: 7/21/2025

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

DISCUSSION REGARDING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONSULTANTS FOR MPO CSLIP CYCLE 5 (CITYWIDE SIDEWALK IMPROVEMENTS) PROJECT (6:30 P.M. TIME CERTAIN)

Summary

This is a discussion regarding the MPO's Complete Streets and other Localized Initiatives Program (CSLIP) provides funding for small local transportation projects that will improve the safety and mobility for all transportation users in Broward. This competitive grant program can fund projects such as (but not limited to): complete streets projects, traffic calming and intersection improvements, ADA upgrades, mobility hubs, bus shelters, bike racks and technology advancements such as transit signal priority and traffic control devices.

Staff Recommendation

Background:

The City of Lauderdale Lakes submitted Citywide Sidewalk Improvements project to Broward County MPO and was ranked# 1 for funding. The fund includes the following:

• **Design FY26**: \$300,890.00

• Construction FY29: \$859,686.00

• CEI FY29: \$111,759.00

It is a **federally funded project**, and as such, the CCNA statute does not apply. As a result, the city is not permitted to select a design consultant from their existing continuing services contract libraries for federally funded projects.

The City must procure a design consultant in accordance with 23 CFR Part 172 otherwise the city may use FDOT recommended design consultant. If the City decides to proceed with the FDOT District Four's recommended delivery method—utilizing the Department's continuing services contract—the City will not be responsible for completing the full federal procurement process. The District has completed the procurement of the design consultant. The City will **not** need to draft the RFQ, obtain LAP Certification at this time, issue the solicitation, and conduct shortlisting and selection procedures, all in compliance with federal regulations – all of which would otherwise need to be completed within a limited timeframe.

The discussion is regarding the use of FDOT procured design consultant and also to negotiate design fee for commission approval.

Funding Source:

The project (FDOT Project ID# 449716-1) is funded by Broward MPO CSLIP Cycle 5:

• **Design FY26**: \$300,890.00

• Construction FY29: \$859,686.00

• CEI FY29: \$111,759.00

Fiscal Impact:

Sponsor Name/Department: Maqsood Nasir: Director, Engineering Services & Construction

Management

Meeting Date: 7/21/2025

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

DISCUSSION REGARDING THE CITY OF LAUDERDALE LAKES HEALTHCARE BENEFITS ANALYSIS

Summary

This is a discussion regarding a comprehensive review of heathcare renewal, market trends and historical data to guide strategic decisions for the upcoming fiscal year. This is presented by Gelin Benefits Group, LLC.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Tara Williams, Interim Director of HRRM

Meeting Date: 7/21/2025

ATTACHMENTS:

Description Type

☐ City-of-Lauderdale-Lakes-Healthcare-Benefits-Analysis Backup Material



City of Lauderdale Lakes: Healthcare Benefits Analysis

A comprehensive review of healthcare renewal, market trends, and historical data to guide strategic decisions for the upcoming fiscal year.

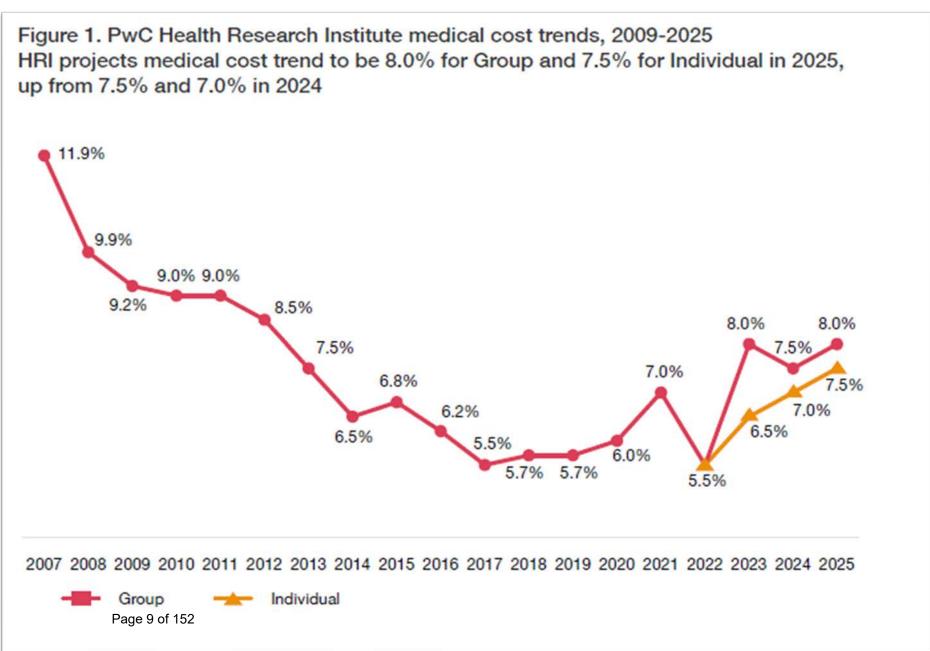


Healthcare Trend Increases - PWC Trend Survey



The healthcare market continues to experience significant cost pressures, with medical and pharmacy trends showing consistent upward movement across all major carriers and plan types.



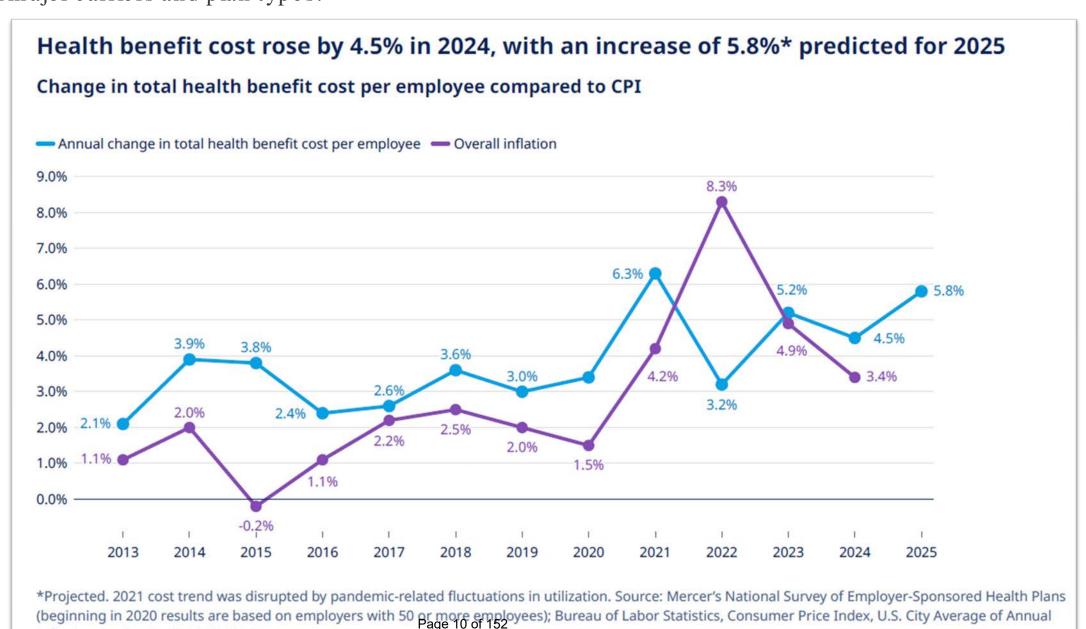


Healthcare Trend Increases Mercer Trend Survey

Inflation (April to April) 1993-2024.



The healthcare market continues to experience significant cost pressures, with medical and pharmacy trends showing consistent upward movement across all major carriers and plan types.









Factors Influencing Trends

Provider Consolidation

Healthcare systems continue to merge, reducing competition and increasing pricing leverage in negotiations with insurers.

Advanced Technologies

New diagnostic tools and treatment options improve care but often come with significant cost implications.

Post-Pandemic Recovery

Providers are still adjusting to deferred care that occurred during the pandemic period.

Historical Trend Increases



The data reveals a consistent pattern of healthcare cost increases over time, with specific acceleration points that correlate with market consolidation and policy changes.

	Year	PPOs/POS Plans	HMO/EPO Plans	MA HMO Plans	Outpatient Rx Plans	DPO Plans
	2011	7.5%	8.0%	4.5%	5.0%	3.1%
	2012	7.3%	6.7%	3.0%	5.5%	2.6%
	2013	5.7%	6.1%	3.1%	5.5%	2.8%
	2014	6.5%	6.3%	1.9%	10.7%	2.9%
	2015	6.8%	6.4%	4.2%	11.1%	3.0%
	2016	7.1%	6.3%	5.3%	8.1%	2.9%
ctual	2017	5.7%	6.6%	1.8%	5.2%	2.3%
	2018	6.3%	6.0%	4.1%	5.3%	2.5%
	2019	6.8%	6.6%	2.2%	5.6%	2.5%
	2020	-2.1%	0.8%	-4.1%	8.5%	-3.5%
	2021	14.0%	13.3%	9.1%	8.9%	4.5%
	2022	2.5%	3.2%	3.0%	10.3%	4.0%
-	2023	6.9%	6.8%	6.0%	13.7%	5.0%
	2024	6.8%	7.6%	4.5%	9.9%	4.0%
ojected	2025	7.9%	7.8%	4.9%	11.4%	4.5%
ical transla avo	luda progrintia	n drug coverage.				



Factors Influencing Pharmacy Trends

Specialty Medications

High-cost treatments for complex conditions now represent over 50% of pharmacy spend despite affecting a small percentage of members.

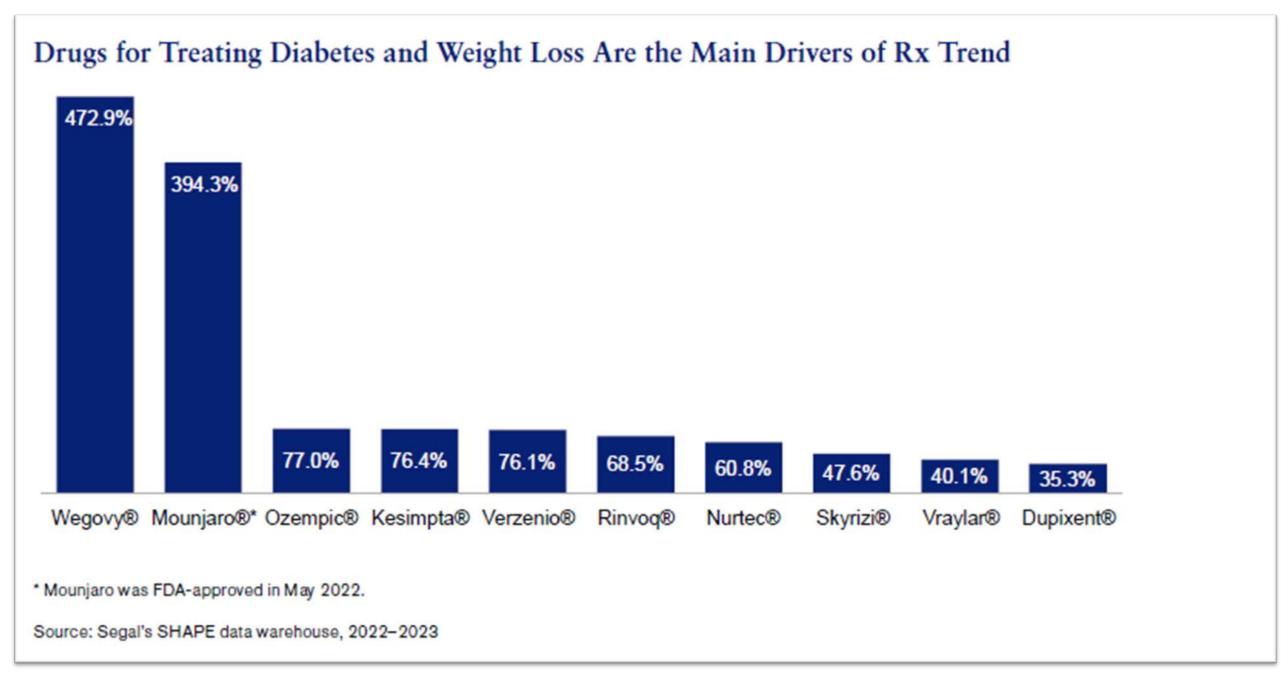
Price Inflation

Annual price increases for established medications continue to outpace general inflation, particularly for brand-name drugs.



Factors Influencing Pharmacy Trends



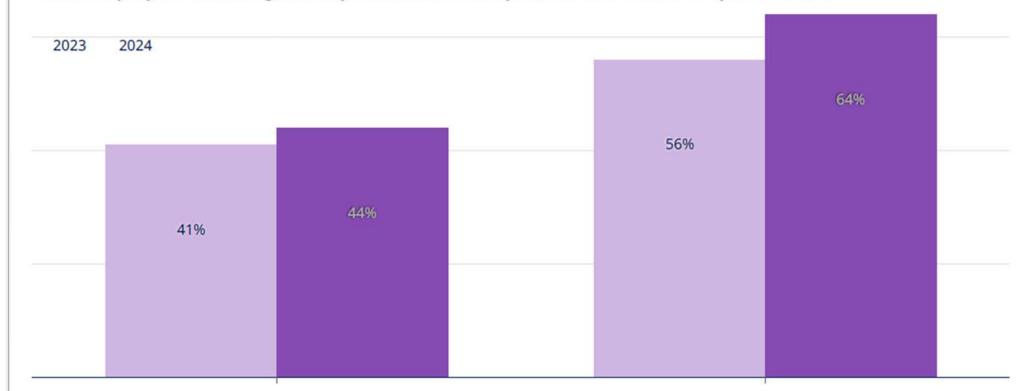


Factors Influencing Pharmacy Trends



More employers are covering GLP-1 drugs for treatment of obesity

Most employers covering obesity medications impose authorization requirements



Employers with 500 or more employees

Employers with 20,000 or more employees

While nearly all health plans cover GLP-1 drugs for diabetes, that is not the case for obesity treatment. However, despite some headlines about some organizations dropping coverage for these obesity medications due to the cost, the prevalence of coverage rose overall in 2024. Of all large employers (those with 500 or more employees), 44% offer coverage, up from 41% last year. Of those with 20,000 or more employees, nearly two-thirds now offer coverage, up sharply from 56% in 2023. This trend may reflect the hope that GLP-1 medications will turn the tide on the obesity epidemic and positively impact downstream medical costs. Cost is clearly a concern, and nearly all employers that cover obesity medications now have authorization requirements in place to ensure they are used by members who will benefit Page 15 of 152

the most



City of Lauderdale Lakes Benefits Overview





Current workforce comprises
approximately 120 full-time employees
across multiple departments with
varying healthcare needs and utilization
patterns.



Current Plan Structure

The city currently offers comprehensive medical, dental, and vision benefits with competitive employer contributions to attract and retain quality staff.



Budget Considerations

Annual healthcare expenditures represent a significant portion of the city's operating budget, requiring careful stewardship of public resources.



	Humana Humana A		AvMed	AvMed	AvMed Florida Blue			Florida Blue Initial Renewal			
HMO Plan		2019-20	- 1	2020-21	2021-22	2022-23	2023-24		2024-25		2025-26
Employee Only	\$	502.31	\$	521.77	\$555.29	\$ 601.42	\$658.69	\$	588.19	\$	715.85
Employee + Spouse	\$	1,004.62	\$	1,043.54	\$1,118.58	\$ 1,202.83	\$1,317.37	\$	1,341.07	\$	1,632.12
Employee + Child(ren)	\$	954.39	\$	991.37	\$1,062.65	\$ 1,142.69	\$1,251.51	\$	1,176.38	\$	1,431.69
Employee + Family	\$	1,607.40	\$	1,669.67	\$1,789.72	\$ 1,924.53	\$2,107.80	\$	1,882.21	\$	2,290.70

Hur		Humana	Humana	AvMed	AvMed	AvMed	Flo	orida Blue	orida Blue Initial Renewal
POS Plan	3	2019-20	2020-21	2021-22	2022-23	2023-24		2024-25	2025-26
Employee Only	\$	569.54	\$ 587.28	\$623.97	\$ 670.92	\$734.80	\$	609.84	\$ 837.46
Employee + Spouse	\$	1,139.07	\$ 1,174.54	\$1,247.93	\$ 1,341.83	\$1,469.61	\$	1,390.45	\$ 1,909.42
Employee + Child(ren)	\$	1,082.11	\$ 1,115.81	\$1,185.54	\$ 1,274.74	\$1,396.13	\$	1,219.69	\$ 1,674.93
Employee + Family	\$	1,822.51	\$ 1,879.27	\$1,996.69	\$ 2,146.93	\$2,351.37	\$	1,951.50	\$ 2,679.89

Medical Insurance Carrier Rate History

The city has experienced variable rate increases across different carriers over time, necessitating strategic carrier changes to optimize the balance between cost control and benefit quality of 152

Transition: Humana to AvMed

			Human	a H	MO	AvMed			
Services			Current		Renewal	Alternate HMO Option			
Plan Deductible - Individual			\$2,	000		\$2,000			
Plan Deductible - Family			\$4,	000		\$4,000			
Coinsurance Level			50	1%		20%			
Out of Pocket Maximum - Individual				500		\$6,350			
Out of Pocket Maximum - Family			\$13			\$12,700			
Office Visit PCP			\$2	25		\$25			
Office Visit Specialist				50		\$50			
Inpatient Hosptial Services			50% af			20% after deductible			
Outpatient Hosptial Services			50% af	ter c	led.	20% after deductible			
			\$3	00		\$100 @ independent facility			
MRI, CT & PET Scans			Ψ			\$200 @ Hospital			
Emergency Room (waived if admitted)			\$3	50		\$200			
Urgent Care			\$1	00		\$25 Retail Clinic/\$40			
Pharmacy					1				
Tier 1 Generic Drugs			\$	10		\$15/\$25			
Tier 2 Preferred Drugs			\$4	10		\$40			
Tier 3 Non Preferred Drugs			\$7	70		\$80			
Tier 4 Specialty Preferred			25%	coin	s.	50% coins.			
Mail Order			\$25 / \$100 /	\$17	75 / 25%	\$37.50 / \$62.50 / \$100 / \$200			
and the second second			Current		Renewal	AvMed HMO Plan Rates			
Tier Level			Rates		Rates				
Employee Only	60	\$	521.77	\$	835.26	\$555.29			
Employee + Spouse	12	\$ \$	1,043.54	\$	1,670.53	\$1,118.58			
Employee + Child	Employee + Child 9		991.37	\$	1,587.00	\$1,062.65			
Employee + Family	8	\$	1,669.67	\$	2,672.84	\$1,789.72			
Estimated Annual Total			\$793,300	\$	31,269,932	\$847,464			
Variance - \$		n/a \$47			476,632	\$54,163 Page 18 of 152 7%			
Variance - %			n/a		60%	7%			



Key Improvements

- Lower coinsurance level
- Reduced out-of-pocket maximum
- Decreased costs for MRIs and advanced screenings
- Lower emergency room visit costs
- Reduced urgent care costs
- Lower premium payments
- 7% increase vs. Humana's projected 60% increase

Transition: AvMed to Florida Blue 2024-2025



Services		Achieve LI REVISED	Med H206-LG22 RENEWAL ork Only	Florida Blue Predictable Cost 68 Proposed Rates In Network Only		
Plan Deductible - Individual			000	\$1,000		
Plan Deductible - Family		\$4,0	000	\$3,000		
Coinsurance Level		20)%	20%		
				41500		
Out of Pocket Maximum - Individual		\$6,3		\$4,500		
Out of Pocket Maximum - Family		\$12,	700	\$9,000		
Office Visit PCP		\$2	5	\$0 or \$35		
Office Visit Specialist		\$5		\$20 or \$60		
MRI, CT & PET Scans			200 Hospital	\$500		
			*			
Inpatient Hosptial Services		1 1000000000000000000000000000000000000	ter ded.	\$500 per day 3 day max		
Outpatient Hosptial Services		20% af	ter ded.	20% after ded \$600 copay Hosp		
Emergency Room (waived if admitted	d)	\$2		\$500		
Urgent Care		\$25 Retail	Clinic/\$40	\$0 / <mark>65</mark>		
Pharmacy		245	10.05			
Tier 1 Generic Drugs		the state of the s	/\$25	\$10		
Tier 2 Preferred Drugs		\$4		\$30		
Tier 3 Non Preferred Drugs		\$8		\$50		
Tier 4 Specialty Preferred			coins.	20%		
Mail Order			0/\$100/\$200	\$25 / \$75 / \$125		
Tier Level		Current Rates	Renewal Rates	Proposed Rates		
Employee Only	58	\$658.69	\$706.59	\$588.19		
Employee + Spouse	8	\$1,317.37	\$1,413.19	\$1,341.07		
Employee + Child	12	\$1,251.51	\$1,342.53	\$1,176.38		
Employee + Family	16	\$2,107.80	\$2,261.00	\$1,882.21		
Estimated Monthly Cost Estimated Annual Total	94	\$97,485.90	\$104,574.10	\$89,075.50		
		\$1,169,831	\$1,254,889	\$1,068,906		
Variance - \$		N/A	\$85,058	(\$185,983)		
Variance - %		N/A	7.27%	Page 19 of 152.82%		

Benefit Enhancements

- Lower deductibles
- Reduced out-of-pocket maximums
- Lower copays for PCP and Specialist visits
- Lower pharmacy copayments
- Estimated city savings of \$186,000



Benefits of Transitioning to Florida Blue





Florida Blue is part of the Blue Cross Blue Shield network, providing employees with extensive nationwide provider access.



Enhanced Benefits

Richer benefit structure with lower costsharing requirements and expanded coverage options for employees.



Cost Efficiency

Lower overall costs compared to AvMed with greater value for both the city and employees.



Expanded Access

Additional healthcare access through Sanitas centers, improving convenience for employees.



Wellness Investment

\$10,000 in dedicated wellness funds to promote preventive health initiatives and reduce long-term costs.

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Community Partnership

The Florida Blue Foundation donated
\$100,000 to the Lauderdale Lakes
Senior Center for repairs and upgrades



Florida Blue Renewal Overview

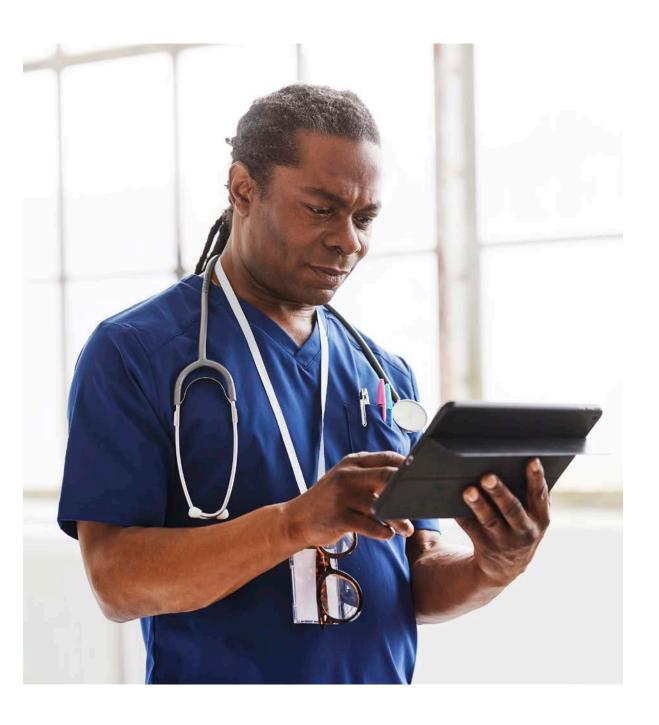
The renewal proposal reflects current market conditions while maintaining Florida Blue's commitment to providing quality coverage at competitive rates.

RENEWAL ANALYSIS



Group Summary								
Group Name:	CITY OF LAUDERDALE LAKES							
Group Number:	K9951							
Renewal Date:	10/01/2025							
Experience Period:								
Incurred	10/1/2024 to 3/31/2025							
Paid	10/1/2024 to 4/30/2025							
Credibility:	38.0%							
Current Enrollment:	Single:	79						
	Emp+Sp:	7						
	Emp+Ch:	6						
	Emp+Fm:	<u>11</u>						
	Total:	103						





Florida Blue Renewal – Large Claims Distribution

Large claims are concentrated in specific diagnostic categories, with chronic conditions representing the majority of high-cost cases.

Early intervention and specialized case management can help mitigate future cost escalation for these members.



Florida Blue Renewal – Large Claims Analysis

26 Potential Large Claims Driving Increase

High-cost claimants represent a significant portion of total plan expenses, with several members experiencing complex conditions requiring ongoing treatment.

These claims necessitate careful management and specialized case review to ensure appropriate care while controlling costs.



Potential High Cost Claimants

Group: K9951 - City Of Lauderdale Lakes

Initial Review Period = Paid: 05/01/2024 - 04/30/2025

Final Review Period = Incurred: 05/01/2022 - 04/30/2025

Captures members with medical claims in excess of \$2,500 OR pharmacy claims in excess of \$5,000 in the latest 12/15



- 1 = Specialty Drug Indicator
- 2 = Treatment Month <= 3 AND Total Charged >= \$100,000
- 3 = Treatment Month <=12 AND Total Charged >50% of Estimated High
- 4 = Catastrophic Case Exceeds Book 90th Percentile For Clinical Classification





MBR	TOP 3 CLINICAL CLASSIFICATION	START	SPLTY		СНЕМО			EST	EST	
#	(Descending by Cost)	DATE	RX	MED \$	RAD \$	RX \$	TTL\$	HIGH	REMAIN	NOTES
22	CARDIAC DYSRHYTHMIAS, CARDIOVASCULAR AGENTS, ENDOCRINE/METABOLIC DRUGS	01/25	N	\$6,886	\$0	\$138	\$7,024	\$470,598	\$463,574	
10	SEPTICEMIA (EXCEPT IN LABOR), OTHER UPPER RESPIRATORY DISEASE, ANTIINFECTIVE AGENTS	11/24	N	\$90,855	\$0	\$5,779	\$96,635	\$504,740	\$408,105	
21	OTHER NERVOUS SYSTEM DISORDERS, THYROID DISORDERS, OTHER HEREDITARY AND DEGENERATIVE NERVOUS SYSTEM CONDITIONS	12/24	N	\$120,958	\$0	\$39	\$120,996	\$484,277	\$363,281	
6	CHRONIC OBSTRUCTIVE PULMONARY DISEASE AND BRONCHIECTASIS, RESPIRATORY AGENTS, OTHER UPPER RESPIRATORY DISEASE	10/24	N	\$7,913	\$0	\$1,844	\$9,756	\$350,151	\$340,395	
12	CORONARY ATHEROSCLEROSIS AND OTHER HEART DISEASE, CARDIOVASCULAR AGENTS, OTHER DISEASES OF KIDNEY AND URETERS	10/24	N	\$148,202	\$0	\$2,268	\$150,470	\$447,688	\$297,219	
18	GASTROINTESTINAL HEMORRHAGE, OTHER GASTROINTESTINAL DISORDERS, GASTROINTESTINAL AGENTS	01/25	N	\$3,423	\$0	\$527	\$3,949	\$252,501	\$248,552	
19	OTHER GASTROINTESTINAL DISORDERS, CARDIAC DYSRHYTHMIAS, ENDOCRINE/METABOLIC DRUGS	11/24	N	\$39,938	\$0	\$6,130	\$46,068	\$283,872	\$237,804	
23	SKIN AND SUBCUTANEOUS TISSUE INFECTIONS, ANTIINFECTIVE AGENTS, ENDOCRINE/METABOLIC DRUGS	11/24	N	\$4,041	\$0	\$295	\$4,336	\$227,358	\$223,022	
15	SKIN AND SUBCUTANEOUS TISSUE INFECTIONS, ANTIINFECTIVE AGENTS	02/25	N	\$7,794	\$0	\$13	\$7,807	\$227,358	\$219,551	
8	OTHER CONNECTIVE TISSUE DISEASE, DIABETES MELLITUS WITHOUT COMPLICATION, PHLEBITIS; THROMBOPHLEBITIS AND THROMBOEMBOLISM	11/24	N	\$5,448	\$0	\$0	\$5,448	\$194,439	\$188,991	
1	ANTIINFECTIVE AGENTS, HIV INFECTION	11/24	N	\$94	\$0	\$26,441	\$26,535	\$209,637	\$183,102	
25	ANALGESIC & ANESTHETICS	10/24	N	\$0	\$0	\$11,703	\$11,703	\$183,357	\$171,654	
14	OTHER NONTRAUMATIC JOINT DISORDERS, CARDIOVASCULAR AGENTS, OTHER HEMATOLOGIC CONDITIONS	10/24	N	\$9,722	\$0	\$508	\$10,230	\$168,929	\$158,699	
11	OVARIAN CYST, ANTIINFECTIVE AGENTS, ENDOCRINE/METABOLIC DRUGS	11/24	N	\$9,924	\$0	\$176	\$10,100	\$161,888	\$151,788	
24	BENIGN NEOPLASM OF UTERUS, OTHER AND UNSPECIFIED BENIGN NEOPLASM, OTHER UPPER RESPIRATORY INFECTIONS	11/24	N	\$45,756	\$0	\$222	\$45,977	\$194,410	\$148,433	



Potential High Cost Claimants

Group: K9951 - City Of Lauderdale Lakes

Initial Review Period = Paid: 05/01/2024 - 04/30/2025

Final Review Period = Incurred: 05/01/2022 - 04/30/2025

Captures members with medical claims in excess of \$2,500 OR pharmacy claims in excess of \$5,000 in the latest 12/15



Notes: (See Codes Below)

- 1 = Specialty Drug Indicator
- 2 = Treatment Month <= 3 AND Total Charged >=\$100,000
- 3 = Treatment Month <=12 AND Total Charged >50% of Estimated High
- 4 = Catastrophic Case Exceeds Book 90th Percentile For Clinical Classification

26 Potential Large Claims driving increase

MBR #	TOP 3 CLINICAL CLASSIFICATION (Descending by Cost)	START DATE	SPLTY RX	MED \$	CHEMO RAD \$	RX \$	TTL\$	EST HIGH	EST REMAIN	NOTES
3	OTHER FEMALE GENITAL DISORDERS, CANCER OF CERVIX, CANCER OF OTHER FEMALE GENITAL ORGANS	11/24	N	\$7,378	\$0	\$0	\$7,378	\$150,090	\$142,712	
20	ENDOCRINE/METABOLIC DRUGS, CARDIOVASCULAR AGENTS	12/24	N	\$0	\$0	\$8,803	\$8,803	\$112,254	\$103,451	
13	ENDOCRINE/METABOLIC DRUGS, CARDIOVASCULAR AGENTS, CONGESTIVE HEART FAILURE; NONHYPERTENSIVE	11/24	N	\$2,281	\$0	\$7,863	\$10,144	\$112,254	\$102,110	
9	ENDOCRINE/METABOLIC DRUGS, RESPIRATORY AGENTS, MISC PRODUCTS	11/24	N	\$0	\$0	\$10,905	\$10,905	\$112,254	\$101,350	
16	ENDOCRINE/METABOLIC DRUGS, THYROID DISORDERS, OTHER AND UNSPECIFIED BENIGN NEOPLASM	10/24	N	\$2,983	\$0	\$8,336	\$11,319	\$112,254	\$100,935	
2	ENDOCRINE/METABOLIC DRUGS, HEMATOLOGICAL AGENTS, BIOLOGICALS	11/24	N	\$434	\$0	\$15,234	\$15,668	\$112,254	\$96,587	
5	RESPIRATORY AGENTS, CARDIOVASCULAR AGENTS, CENTRAL NERVOUS SYSTEM DRUGS	10/24	N	\$12	\$0	\$5,815	\$5,826	\$102,101	\$96,275	
7	CARDIOVASCULAR AGENTS, ENDOCRINE/METABOLIC DRUGS, OSTEOARTHRITIS	10/24	N	\$5,614	\$0	\$11,418	\$17,032	\$97,833	\$80,801	
26	OTHER AND UNSPECIFIED BENIGN NEOPLASM, OTHER ENDOCRINE DISORDERS, ENDOCRINE/METABOLIC DRUGS	11/24	N	\$216,871	\$0	\$456	\$217,327	\$271,160	\$53,833	
4	OTHER CONNECTIVE TISSUE DISEASE, CANCER; OTHER AND UNSPECIFIED PRIMARY, ENDOCRINE/METABOLIC DRUGS	12/24	N	\$158,427	\$0	\$3,030	\$161,457	\$194,439	\$32,982	
17	BENIGN NEOPLASM OF UTERUS, OTHER GASTROINTESTINAL DISORDERS, ANALGESIC & ANESTHETICS	04/25	N	\$263,656	\$0	\$121	\$263,777	\$194,410	(\$69,367)	2,4



Florida Blue Renewal – Additional Factors Driving Renewal Rate Increase

At Risk Conditions Based on Pharmacy Related Groups								
Condition at Risk	% of Group	% of All Mid-Size						
Coronary Artery Disease (CAD)	8.20%	5.10%						
Congestive Heart Failure (CHF)	8.90%	8.50%						
Diabetes	12.00%	7.10%						
AIDS/HIV	1.30%	0.60%						
Asthma	2.50%	2.00%						

- □ Lauderdale Lakes members suffer from chronic health conditions at a significantly higher rate than the average of the Florida Blue Book of Business
- □ Diabetes is the highest cost category at 12%. Approximately 75% of people with type 2 diabetes have at least one other chronic condition, and 44% have at least two other chronic conditions
- □ 17% of Lauderdale Lakes members suffer from coronary artery disease and congestive heart failure. Most of those members may also suffer from high blood pressure and high cholesterol.



Florida Blue Renewal Financial Impact

Premium Development	
Fee for Service (FFS) Claims*	\$491,502
Pooled Claims (Total Claim Removed)	<u>\$0</u>
Adjusted Claims	\$491,502
Estimated Incurred Claims	\$523,864
Trended Incurred Claims	\$589,608
Pooled Claims Under Pooling Level	\$0
Pooling Charge	\$67,291
Capitation	\$40,415
Projected Annual Claims at Current Enrollment	\$1,212,867
Manual Net Claims Cost	\$1,072,042
Credibility	38.00%
Credible Net Claims Cost	\$1,125,555
Retention	\$229,54 <u>5</u>
Credible Required Premium	\$1,355,100
Annual Premium at Current Rates/Enrollment	\$1,006,648
Required Rate Adjustment	1.3462
Requested Premium	\$1,239,388
Requested Rate Adjustment	1.2312

\$1,006,648

Current Premium

Expected premium by the end

of the current plan year

\$1,355,100

Actuarial Premium

Required renewal premium to

cover projected claims (35% Page 27 of 152 increase)

\$1,239,388

Requested Premium
Final requested premium (23% increase) after partnership
discount

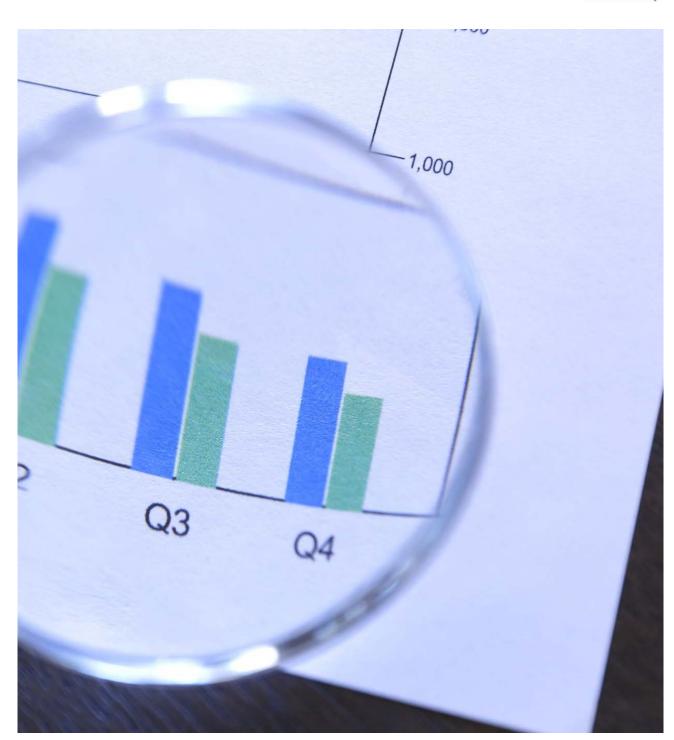
Florida Blue Renewal Financial Impact



	Enrolled	Florida Blue Current			lorida Blue tial Renewal	Tier Level Change
HMO Plan			2024-25		2025-26	Variance
Employee Only	74	\$	588.19	\$	715.85	22%
Employee + Spouse	6	\$	1,341.07	\$	1,632.12	22%
Employee + Child(ren)	5	\$	1,176.38	\$	1,431.69	22%
Employee + Family	10	\$	1,882.21	\$	2,290.70	22%
Total Estimated Monthly	95	\$	76,276.48	\$	92,831.07	
Total Estimated Annually		\$	915,317.76	\$1	,113,972.84	
Variance - \$			N/A	\$	198,655.08	
Variance - %			N/A		22%	

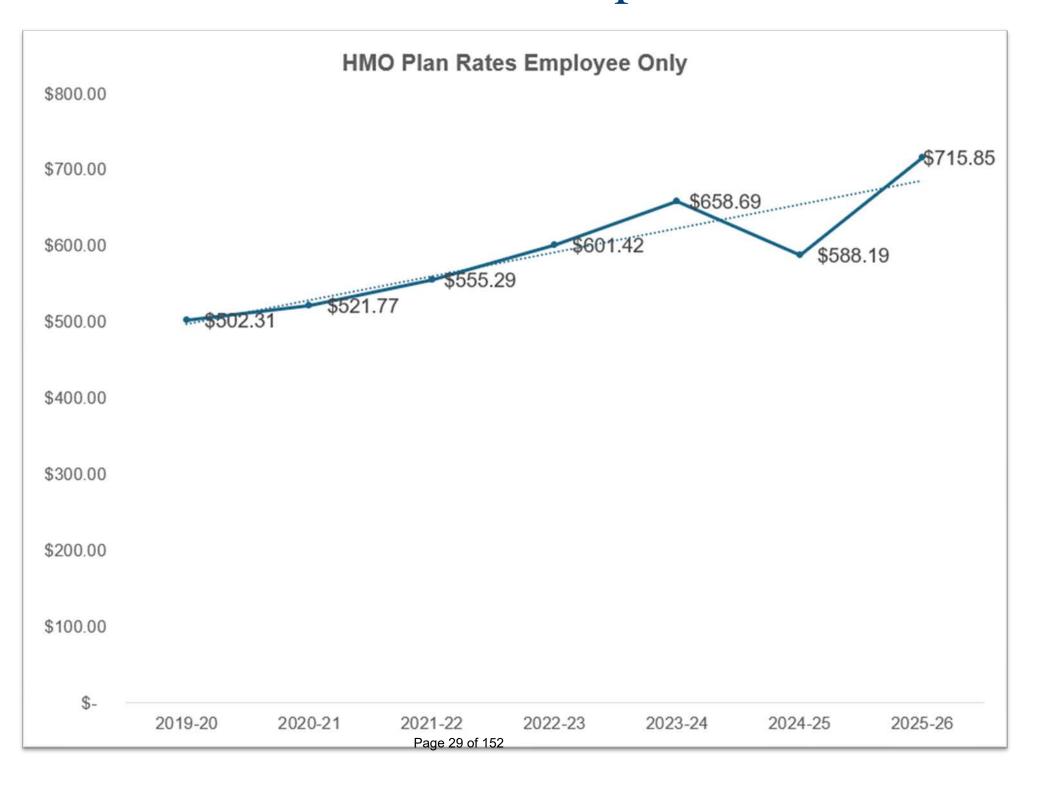
	Enrolled				lorida Blue tial Renewal	Tier Level Change
POS Plan			2024-25		2025-26	Variance
Employee Only	5	\$	609.84	\$	837.46	37%
Employee + Spouse	1	\$	1,390.45	\$	1,909.42	37%
Employee + Child(ren)	1	\$	1,219.69	\$	1,674.93	37%
Employee + Family	1	\$	1,951.50	\$	2,679.89	37%
Total Estimated Monthly	8	\$	7,610.84	\$	10,451.54	
Total Estimated Annually		\$	91,330.08	\$	125,418.46	
Variance - \$			N/A	\$	34,088.38	
Variance - %			N/A		37%	

Combined Total	\$1,006,647.84	\$1,239,391.30
Variance - \$		\$ 232,743P46e 28 of 152
Variance - %		23%



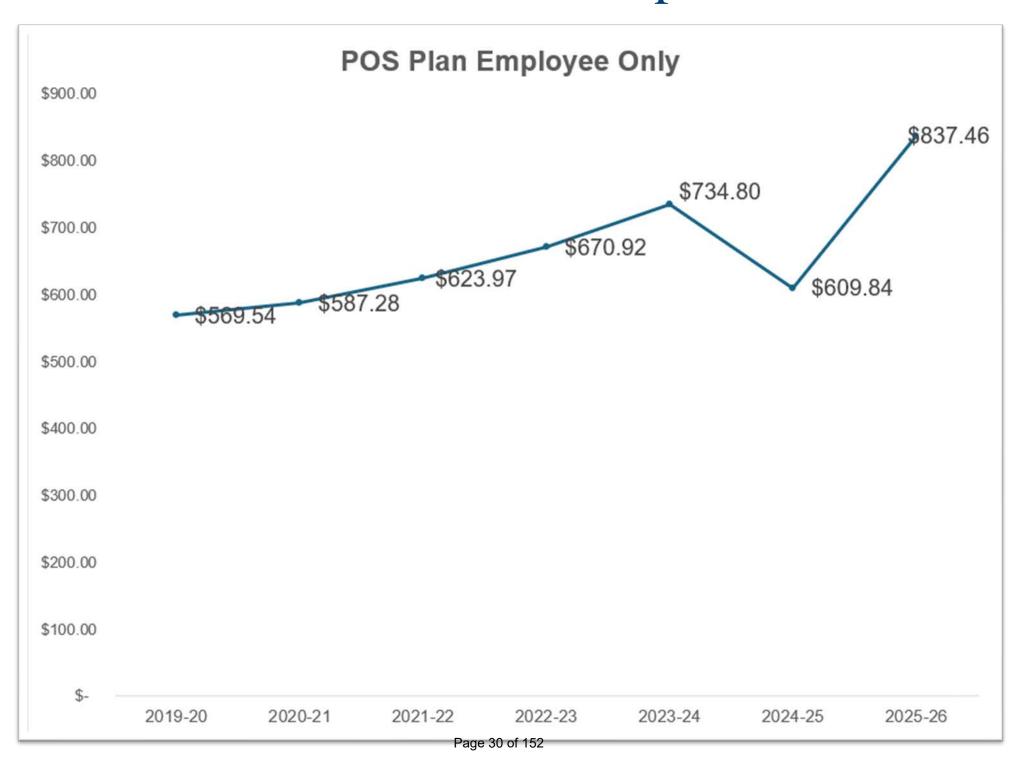
Florida Blue Renewal Financial Impact HMO Plan





Florida Blue Renewal Financial Impact POS Plan





Renewaland Open Enrollment Project Timeline



City of Lauderdale Lakes Open Enrollment Project Timeline 2025 Open Enrollment

Start Date	Activity / Task / Plan	Responsible Party	Notes	End Date	Next Steps / Final Action
7/1/2025	Renewal expected from Florida Blue in next 5-10 business days	Florida Blue and GBG	Representative explained that the renewal will arrive any day now. Utilization has been high so the rates will reflect that utilization.	7/10/2025	
7/8/2025	Florida Blue and GBG will attend the Commission workshop on Tuesday, July 8 at 7:00 PM	Florida Blue and GBG	Florida Blue will explain the renewal and GBG will discuss the marketing process, timeline for results and potential next steps, renew with carrier with no plan changes, make plan changes, or change carriers.	7/8/2025	
7/10/2025	Discuss renewal strategy with Tara and Florida Blue including changing plan designs and/or copayments	GBG & Lakes	Develop a stragegy to negotiate with Florida Blue or potentially go to market.	7/10/2025	
7/14/2025	Potentially issue RFP to market if negotiations with FL Blue does not progress	GBG		7/15/2025	
7/21/2025	Continue negotiating with all relevant parties	GBG		7/28/2025	
7/28/2025	Finalize responses from the market	GBG	Prepare summary report to share with HR	8/1/2025	
TBD	Finalize rates and start developing enrollment guide and open enrollment presentations.	GBG & Lakes	Develop employer and employee contributions and prepare presentations	8/4/2025	
TBD	Load rates and plans to open enrollment system			8/11/2025	
TBD	Send final edits to City for review and approval	GBG	Once approved, send to printer		
TBD	Send final edits for employee enrollment guide to printer for printing and delivery	Lauderdale Lake & GBG	Prepare for printing and distribution		
TBD	Send draft of enrollment presentation to City	GBG & Lauderdale Lakes	Get feedback from staff and make necessary changes		
9/8/2025	Commission workshop discussion'				
9/9/2025	Commission meeting discussion				
	Open enrollment begins	Lauderdale Lakes & GBG	Open enrollment starts		
	Open enrollment meeting 1 scheduled	Lauderdale Lakes & GBG	Present information to employees		Present information to employees
	Open enrollment meeting 2 scheduled	Lauderdale Lakes & GBG	Present information to employees		Present information to employees
	Open enrollment meeting 3 scheduled	Lauderdale Lakes & GBG	Present information to employees		Present information to employees
	Open enrollment meeting 4 scheduled	Lauderdale Lakes & GBG	Present information to employees Page 31 of 152		Present information to employees



Next Steps in the Renewal Process

Review Renewal Terms Analyze proposed rates, benefits, and Finalize Budget contract provisions Allocation to ensure Determine alignment with city appropriate objectives. contribution Approve & strategy between Implement employerand employee portions. Secure necessary approvals and Monitor prepare Ongoing communication Performance materials for open Establish quarterly enrollment. review process to track utilization and financial performance.



Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: No

Title

DISCUSSION REGARDING APPROVING THE ADOPTION OF TRAILHEAD PARK BY THE KIWANIS CLUB OF LAUDERDALE LAKES UNDER THE CITY'S ADOPT-A-PARK PROGRAM, TO BE ADMINISTERED BY THE PARKS AND HUMAN SERVICES DEPARTMENT

Summary

This is a discussion regarding establishing the Kiwanis Club of Lauderdale Lakes to adopt the Trailhead Park. The Adopt-A-Park Program is administered by the City of Lauderdale Lakes through the Parks and Human Services Department and is designed to encourage community engagement, promote environmental stewardship, and assist in maintaining clean and safe city parks.

Staff Recommendation

Background:

At the February 22, 2022, Commission Meeting, the Mayor and City Commission approved the creation of the *Adopt-A-Park Program*, administered by the Parks and Human Services Department. This program was established to support the adoption and implementation of a community partnership initiative aimed at maintaining the safe, clean, and welcoming environment of city-owned parks. The program also introduced an application process for community organizations, businesses, and civic groups interested in adopting parks within the City of Lauderdale Lakes.

The Kiwanis Club of Lauderdale Lakes originally submitted an application to adopt Trailhead Park; however, at the time of submission, the park was still under construction. Following the official opening of Trailhead Park in April 2025, the Kiwanis Club expressed continued interest and formally resubmitted its application to adopt the park.

Staff is respectfully requesting that the Mayor and Commission approve the Kiwanis Club of Lauderdale Lakes' application to adopt Trailhead Park in accordance with the guidelines of the City's Adopt-A-Park Program.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Ericka Lockett, Director Parks and Human Services and Aazam Piprawala,

Procurement Administrator **Meeting Date:** 7/21/2025

ATTACHMENTS:

Description Type

□ Application Packet Backup Material



Department of Parks and Human Services

ADOPT-A-PARK PROGRAM APPLICATION PACKET



WHAT IS ADOPT-A-PARK?

The primary purpose of this program is to enlist the community's involvement with selective maintenance within a park in order to maintain a clean park environment for all to enjoy. Tasks may include trash pickup, graffiti reporting, weeding/raking playgrounds, sweeping shelters, cleaning picnic tables, mulching trees/shrubs, and reporting vandalism. Adopting organizations may also help with special projects, such as graffiti cover-up and painting and planting flowers. Some projects and tasks are not available year-round and may be available only at specific parks.

WHAT ARE THE ADOPT-A-PARK POLICIES?

- 1. The adopting organization shall commit to a one-year period of adoption. At the end of that year, an organization can renew, change sections (if available), or terminate with reasonable notice to the City in writing.
- 2. Monitoring of the park shall be performed on a regular basis, that is, a quarterly, bimonthly, or monthly basis, which shall be determined by the Commission. Some sites may require additional time commitments.
- The City of Lauderdale Lakes will provide trash bags and will be responsible for collecting and disposing of the filled bags.
- 4. The City of Lauderdale Lakes will place a sign in the adopted park, crediting the organization for its assistance.
- To further enhance park amenities, organizations may seek sponsorship opportunities by working directly with the City of Lauderdale Lakes Department of Parks and Human Services ("Department").

Interested in Adopting a Park?

Please complete the Application Packet and return to the Parks and Human Seggiess Please



Department of Parks and Human Services ADOPT-A-PARK PROGRAM



DOPI-A-PARK PROGRAM APPLICATION PACKET

POLICIES AND PROCEDURES

Community groups and businesses may apply to adopt a park in the City of Lauderdale Lakes. A minimum one-year commitment is required. When an applicant's commitment expires, if acceptable to both parties, the adopting organization may renew the commitment for an additional one-year term. Requests to adopt specific parks are processed upon receipt and will be reviewed by City Staff. Each application received will be ranked according to the applicant's community commitment and participation. All community service information should be listed on the application. The final approval of each application and selection shall rest with the City Commission.

When children participate, the Adopting Organization(s) will have emergency contact information accessible at the site. There must also be one adult supervisor from the attending organization.

The Adopting Organization may elect to clean the designated park on a quarterly, bi-monthly, or monthly basis. A scheduled and approved date is required upon final approval of the application by the City Commission. The schedule will be confirmed through the Department. Certain parks may require a monthly or bi-monthly commitment.

A representative of the Adopting Organization must contact Vincent Mullen, Recreation Supervisor, at (954) 535-2785 (Monday through Friday, 9:00 AM to 5:00PM) to request bags and/or gloves at least one week in advance of the cleanup. Pickup of these items will be at Vincent Torres Park.

- Signage identifying the adopting organization
- Trash bags
- Gloves (participants may supply their own gloves if they prefer)
- Safety information



Department of Parks and Human Services

ADOPT-A-PARK PROGRAM APPLICATION PACKET



All participants are required to read the safety information and conduct themselves in a safe manner while participating in the Program. In addition, each participant is required to wear gloves while cleaning the park.

Adopt-A-Park Benefits include:

- · Recognition in City Publications and Media Outlets
- Utilization of City Facility for Community Events (as appropriate and available)

List of City of Lauderdale Lakes Parks:

Cypress Preserve Conservation Park: 2525 NW 49th Ave

Northgate Neighborhood Park: 3555 W. Oakland Park Boulevard

Otis Gray Neighborhood Park: 4800 NW 26th Street

Vincent Torres Memorial Park: 4331 NW 36th Street

Willie Webb Sr. Park: 3601 NW 21st Street

C13 Greenway Trail: (Northern Edge)

Trailhead Park (northeast corner of NW 31st Ave and NW 39th Street) (adoption subject to approval by Community Redevelopment Agency as owner of Trailhead Park)



ADOPT-A-PARK PROGRAM APPLICATION PACKET



ORGANIZATION NAME: KIWANIS CLUB OF LANDERLAND LAKES
AMAN & SPORT
ONGAINEATION CONTACT PERSON.
ara con h
TELEPHONE NUMBER: 994~699~6456
EMAIL ADDRESS: CSPENCE BTEZ @ GMATL, COM
MAILING ADDRESS: PO BOX 100888, FORT LAVIDERDALUT PL 33310
ESTIMATED NUMBER OF PARTICIPANTS: 40
PREFERRED ADOPT A PARK LOCATION (name of park): TRAIL HEAD PARK
TENTATIVE STARTING DATE: ユレレソ、 1 このみち
NUMBER OF YEARS ORGANIZATION HAS BEEN ACTIVE IN THE CITY: 27
LIST OF EVENTS ORGANIZATION HAS HOSTED TO BENEFIT LAUDERDALE
LAKES RESIDENTS: BLOOD PROTEURE CHECK AT BROWARD MONTS
ILADOPTING AND RUMANNY TO 5 DAY CARE CENTERS ON A RUGURAR BASIS
MARCHING WILLIAM BUSIS
LIST OF DONATIONS (IN-KIND OR MONETARY) ORGANIZATION HAS
PROVIDED TO BENEFIT LAUDERDALE LAKES RESIDENTS:
FROM BOYL H. ANTERSON HIGH SCHOOL OVER THE
<u> </u>
STATEMENT OF AGREEMENT
As representative of this organization, I have read and agree to abide by the policies, regulations
and safety recommendations as put forth by the City of Lauderdale Lakes in regard to the Adopt-A-Park program. I understand that this is an application for the Adopt-A-Park program and
that a Parks and Human Services representative will contact me to finalize an agreement. In
addition, I understand that at the Mayor and Commissioners' direction, the Director or Assistant Director of Parks and Human Services will make the final determination as to whether a group

IGNATURE DATE 0/27/28

can participate and the final park assignment.



ADOPT-A-PARK PROGRAM APPLICATION PACKET



FOR OFFICE USE ONLY

Internal Ranking Sheet

Organization Name: KIWAWIZ CLUB OF LAW DORDANG LAKET

- 1. Number of year's organization has been active in the City
- 1 1 year or less
- 2 2-3 years
- 3 4-5 years
- 4 5-9 years
- 5 10 years or more \
 - 2. Organization has partnered with the City to organize events in the community to benefit residents
- 1 At least one event
- 2 2-3 events
- 3 4-5 events
- 4 5-9 events
- 5 **10** events or more
 - 3. Organization has exhibited community services through Donations (in-kind or monetary)
- 1 Strongly Agree
- 2 Agree
- 3 Neutral
- 4 Disagree
- 5 Strongly Disagree



ADOPT-A-PARK PROGRAM APPLICATION PACKET



AGREEME	٨	IT
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This agreement is made and entered into this [DATE OF AGREEMENT] 5/122	125	by
and between the City of Lauderdale Lakes, Florida, a municipal corporation ("City") and	[NAME	OF
ORGANIZATION] ("Adopting Organization").		
(KIWANTS CLUB OF LAVADRDALW LARBS)		

WITNESSETH:

WHEREAS, the City recognizes the need and benefits of clean, litter-free parks; and

WHEREAS, the City has established an Adopt-A-Park program (the "Program") to enable community groups and businesses to help keep our community litter-free; and

WHEREAS, the Adopting Organization desires to adopt a park by agreeing to provide volunteer support for the removal of litter at the [NAME OF PARK] TRALL HEAL ; and

WHEREAS, the Adopting Organization desires to provide volunteer support for selective maintenance activities as set forth in the Program policy; and

WHEREAS, the Adopting Organization is aware that the nature of the work to be performed may be hazardous, particularly due to the presence of traffic near roadways, and the potential for encountering snakes, insects, and other animals, noxious weeds, debris, and unexpected holes and ditches.

NOW, THEREFORE, the parties agree to the following:

The City recognizes [NAME OF ORGANIZATION] <u>KCLL</u> as the Adopting Organization for [NAME OF PARK] <u>イルイレ HDAJ PARK</u> for a period commencing on [DATE AGREEMENT BEGINS] <u>ゴルド 30,2024</u> and ending on [DATE AGREEMENT EXPIRES]

At the end of the year, this agreement shall terminate. However, if acceptable to both parties, the Adopting Organization may renew this agreement for an additional year. If a renewal occurs, the Adopting Organization must abide by all policies in place at the time of the renewal period.

1.) The Adopting Organization accepts responsibility for clearing litter and debris from the Park. Pickups will be scheduled by the Adopting Organization every [PICKUPS SCHEDULED EVERY] ____ month(s), weather permitting, during the adoption period.

2.) If the Adopting Organization has also volunteered to provide support for maintenance



ADOPT-A-PARK PROGRAM APPLICATION PACKET



activities within the Park, the Adopting Organization will communicate with the City contact person at least one week prior to the scheduled cleanup so that appropriate steps can be taken to arrange the project(s).

- 3.) The Adopting Organization will notify the City contact person at least one week prior to the cleanup so that arrangements can be made to pick up debris.
- 4.) The Adopting Organization has read the City's Adopt-A-Park Program Policies, Safety Recommendations, and Volunteer Agreement (a release of liability) and will provide the information to each volunteer prior to participation in the program. The Adopting Organization and its volunteers agree to abide by these policies, regulations, and safety recommendations.
- 5.) The Adopting Organization agrees that it will be responsible for any of its volunteers or members performing the work and will defend, indemnify, and hold the City harmless from and against any and all liability, claims, and demands on account of any injury or loss that a volunteer might incur when engaged in the work or in any other way related to the work performed under the Adopt-A-Park program. The Adopting Organization will obtain the signature of each volunteer on the Volunteer Agreement form prior to the individual's participation in the Adopt-A-Park program. A parent or guardian's signature is required for children under the age of eighteen.
- 6.) When children under the age of sixteen participate in the program, there must be one adult supervisor from the Adopting Organization. When children participate, the Adopting Organization will have emergency contact information accessible at the site.

[SIGNLINE 1] KIWANIS CLUB OF LANDERSAME LAKES [SIGNLINE 2] SERVING THE COMMUNITY DATE CHILD AT A TIME.

- 8.) The City of Lauderdale Lakes will provide the following to each participating organization:
 - Trash bags
 - Disposable gloves
 - Safety information

In the event that either party fails to perform its duties in accordance with the terms hereof, the sole remedy for the non-defaulting party is the termination of this contract and neither party shall have a cause of action against the party in breach hereof, whether for damages, specific performance or quantum merit.



Department of Parks and Human Services ADOPT-A-PARK PROGRAM APPLICATION PACKET



ATTEST:	
Title:	
CITY OF LAUDERDALE LAKES	
By:	
ADOPTING ORGANIZATION	
Signature: ALL MANIS CLUB OF LANDERSAME Address: 10 Box 100888, FAST LANDERSAME Representative: CHARLES STENCES	
Title: Distinguished PAT PRESIDENT	1.1
Organization: KiWANIS CLUB OF LAWBERDALS	LAKUZ
Address: 10 Box 100888, FORT LANDARDALUT, FL	73310
Representative: CHARLES STENCES	
(please print)	

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: No

Title

DISCUSSION REGARDING UTILIZING THE DENNIS PROJECT FOR THE CONTINUATION OF THE SCIENCE, TECHNOLOGY, ENGINEERING, ARTS AND MATH (S.T.E.A.M) PROGRAM IN ACCORDANCE WITH THE CITY'S PROCUREMENT CODE, SEC 82-358 (A) (11) EDUCATIONAL OR ACADEMIC PROGRAMS IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00) FOR FISCAL YEAR 2026

Summary

This is a discussion to continue utilizing The Dennis Project for hosting and implementing the City's S.T.E.A.M. (Science, Technology, Engineering, Arts, and Math) programs for youth, in an amount not to exceed \$30,000.00 for Fiscal Year 2026.

Staff Recommendation

Background:

The City of Lauderdale Lakes launched a pilot Science, Technology, Engineering, Arts, and Math (S.T.E.A.M) program for youth ages 6 to 18, which ran from October 2024 to March 2025 and utilized ARPA loss revenue allocation funds. This initiative provided hands-on learning experiences in robotics, coding, engineering, digital arts, and scientific exploration, fostering critical thinking and problem-solving skills among participants. The program successfully engaged youth in high-quality educational activities that prepared them for future academic and career opportunities in STEAM-related fields. This was a successful program that had a positive impact on the community. A total of \$24,000 was utilized for the pilot program's duration

At the February 12, 2024, Commission Workshop, staff presented an overview of the pilot program, highlighting its positive outcomes. During this discussion, the Commission was also presented with a request to reappropriate Human Services funding to support the program.

Staff is seeking approval from the Commission to enter into a contract with The Dennis Project to continue the STEAM program for Fiscal Year 2026, totaling \$30,000. This extension will allow the program to expand its impact and continue providing valuable educational opportunities for youth in the community. The extended program will incorporate additional advanced coursework, mentorship opportunities, and industry partnerships to further enhance the learning experience. It is recommended that the City Commission approve the continuation of the STEAM program into FY26, including authorizing staff to enter into the necessary contractual agreement with The Dennis Project.

Funding Source:

Fiscal Impact:

The funding for this program will be sourced from the ARPA loss revenue allocation for Fiscal Year 2026.

Sponsor Name/Department: Ericka Lockett, Director Parks and Human Services and Aazam Piprawala,

Procurement Administrator **Meeting Date:** 7/21/2025

ATTACHMENTS:

Description Type

STEM Saturday Proposal Backup Material

City of Lauderdale Lakes | The Dennis Project, Inc.



Super STEAM Saturdays PROGRAM PROPOSAL

March 20, 2025

Our History

The Dennis Project (TDP) is a 501(c)(3), community-based organization formed to enrich, empower, and engage underserved youth in science, technology, engineering, & math (STEM), college and career planning, personal development, and family engagement programs. In 2012, TDP began with a simple passion to provide accessible, quality STEM programs in low-income neighborhoods. Over twelve years, it has expanded to include the following outreach programs:

- Girls Rep in STEM girl-centered STEM learning
- Super Science Explorers co-ed STEM outreach for youth in K-12
- The Game Changers Youth Advisory Council teen paid internship providing employability, college readiness, and soft skills training.
- Fathers Stepping Up Fatherhood Initiative inspires men to become committed, involved dads.
- Train-the-Trainer and Technical Assistance increases STEM capacity of informal educators to facilitate engaging, inclusive STEM and family programming.

90% of TDP's services are dedicated to neighborhoods of greatest financial and educational needs. With support from our community partners and individual funders, TDP continues to contribute to a broader effort to increase the pipeline of minorities and women in STEM. Our supportive partners include Broward County Library, Broward College, Miami Dade College, City of Lauderdale Lakes, Children's Services Council of Broward County, Broward Sherriff's Office, Girl Scouts of SE FL (in 33311), Community Foundation of Broward, Broward County Parks, National Fatherhood Initiative, and the Museum of Discovery & Science.

Why Our Partnership Is Important

80% of future careers will require some STEM skills. Yet, of the 150 low-income students we surveyed here in Broward County, 70% do not experience hands-on science learning in school and found science "boring and too hard" and 60% never considered a STEM related career as a possibility. Out-of-school time (OST) programs have the flexibility to focus on students' critical learning needs in ways schools cannot. Our collaboration will provide opportunities for hands-on learning, play and other engaging activities that can spark the lifelong STEM interest of underrepresented youth. It creates a safe space for youth to learn and "do science" in their own neighborhoods.

Super STEAM Saturdays in the City of Lauderdale Lakes is a quality, immersive learn-by-doing community pilot program for youth in K-12 to explore the FUNdamentals of STEAM. The series focuses on science, technology, engineering, art, and math. The program includes direct teaching of fifteen (15) two-hour workshops for 30 youth in each session. To ensure accessibility, youth will meet on Saturdays at a local community center in the City of Lauderdale Lakes.

Hands-On Workshop Topics	Duration	Bi-Weekly Sessions	
Series 1: Sciences	2 hours ea.	5 workshops	Oct. –
Life, Environmental & Chemistry			Dec.
Make-and-Take Home projects			
Series 2: Technology	2 hours ea.	10 workshops	Jan. –
Computer Science, Coding, Robotics			May
Make-and-Take Home projects			
Math			
Measurements, Geometry, and Data	Included in all works	shops	
Analysis			
Social Emotional Learning (SEL)	Included in all works	shops	

The Dennis Project will provide the following services:

- Develop and customize academic community outreach programs in science, technology, engineering, art, and math, and social emotional learning (SEL) for City of Lauderdale Lakes residents.
- Provide one (1) program manager, two (2) instructors and classroom support staff to develop, plan, recruit participants, facilitation, and reporting.
- Provide interactive kits, devices, supplies, and materials for all workshops.
- Provide an evaluation report on effectiveness and participation (e.g. surveys, photos, etc.).
- Coordinate and integrate STEAM mentors and community partners to enhance youth's learning experiences.
- Incentives: snacks, take-home project, certificate of completion, end-of-program gift/swag.

City of Lauderdale Lakes will provide:

• Access to facilities with adequate working space with tables and chairs to seat participants in small groups.

Super Science Saturdays motivates and retains youth through active learning:						
Each program series is based on the project-based learning (PBL) model. Youth will be involved in designing, developing, and constructing hands-on solutions to a problem. Projects will build youth's creative capacity to work on challenges in small teams.	The nature of the projects and materials covered are unbiased and inclusive of diverse populations and cultural backgrounds of both girls and boys.					
Each workshop includes an SEL component. Youth learn cooperation, resiliency, belonging, and acceptance of themselves and others.	Youth will have opportunities to engage with STEM mentors and guest speakers that serve as role models in various fields of STEM.					
Workshops are organized into integrated topics to accommodate a variety of learning styles.	Each project is fun, exciting, collaborative, and designed to present attractive career options for youth in STEAM disciplines.					

Super Science Saturday's Academic Focus Areas Aligned with the FL Department of Education						
-						
Physical Science	Computer Science, Coding, and Robotics					
Properties of Matter	Computer programming basics and applications					
Changes in Matter	Modeling and simulations					
Energy Transfer and Transformations	Problem solving and Algorithms					
Forces and Changes in Motion	Human – Computer interactions and Artificial					
The Role of Theories, Laws Hypothesis, and	Intelligence					
Models	Robotics basic					
Models	Trobutios pasic					
Life & Environmental Science	Mathematics					
Science and Society	Geometry					
The Practice of Science	Draw, classify and measure angles.					
The Characteristics of Scientific Knowledge	Solve problems involving the perimeter and area of					
Organization and Development of Living	rectangles.					
Organism	Data Analysis					
Engineering	Mathematics					
The Engineering Design Process	Measurements & Data					
Characteristics of Scientific Knowledge	Measure the length of objects and solve problems					
Models & Prototyping	involving measurement.					
Motion of Objects	Solve problems involving time.					
Forces and Changes in Motion						
Arts	Note: Mathematics is integrated into all workshops					
Explorations Digital Arts Design						
Explorations of Art Design						
Explorations Performing Arts						

Key Staff:	Training/Experience	Program Duties:
Auntaria Johnson, Ed.S. Project Manager Head Facilitator	 Florida certified teacher Master's degree in education Educational Specialist degree in Educational Leadership (Ed.S.) Expert in managing related projects including over 25 years of program management, teaching, and working with at-risk, diverse populations in K-12. 15 years managing teens and adult education programs including: technical training, GED preparation, and employability and life skills training for reentry and apprenticeship programs in 33311. 	 Develop, plan, and oversee all workshop activities. Responsible for evaluation, reporting and information analysis. Responsible for budget management Coordinate staff, guest presenters, community partners. Assist in facilitating workshops.
Facilitator	 Bachelor's Degree Extensive experience teaching in underserved schools Extensive experience in curriculum development and youth program management for diverse populations. 	 Plan and facilitate workshops. Oversee workshops and ensure youths' cooperation and safety. Maintain communication with project manager on program needs.
Classroom Support Staff	 Experience working with diverse populations in an OST program and/or classroom setting. Strong organizational skills 	 Assist with set-up, breakdown, and facilitation of workshops. Maintain attendance and evaluation records.

Cost of Services: Rate of \$29,000 for direct programming from October 1, 2025 to May 31, 2026

Payment of \$10,000 to be submitted by October 1, 2025 - includes start up fees for staff, materials and supplies. Then, paid monthly in November 2025, December, January 2026, February, March and April.

Line-Item Budget	Calculation	Amount				
Personnel Costs 8 - Month Program	Program Manager & Head Facilitator Facilitator Classroom Support Staff	\$ 4,450.00 \$ 2,250.00 \$ 975.00				
	Science and Chemistry Program • 650.00 x 5 programs	\$ 3,250.00				
Program Materials	Technology, Engineering & Robotics Programs • \$750.00 x 10 programs	\$ 7,500.00				
and Supplies	Device Use • \$50.00 x 12 devices x 8 programs	\$ 4,800.00				
	Includes make-and-take home project					
General Supplies	Printing and Copying Step-by-Step Instructions • \$150 x 8 workshops	\$ 1,200.00				
General Supplies	End-of-Program Swag & Gift • \$6 x 30 youth x 15 sessions					
	Snacks & Supplies	\$ 1,875.00				
Snacks / Lunch	• \$125 x 15 sessions					
	Total COST:	\$ 29,000.00				

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement:

Title

DISCUSSION REGARDING THE PROCESS AND PROCEDURE FOR HIRING A NEW CITY MANAGER (SPONSORED BY MAYOR EDWARDS PHILLIPS)

Summary

This is a continued discussion regarding the status (RFP25-3110-10R Executive Search Firm) on awarding a consultant for the hiring of a new city manager.

Staff Recommendation

Background:

At the Commission Workshop held on May 27, 2025, the City commission, by a census by a 3-to-1 consensus, directing City staff to begin formal preparations for retaining executive search firms for review and selection by the City Commission.

To initiate the search, City staff published a **Request for Proposal (RFP)** on the **DemandStar** e-procurement platform on **June 2, 2025**. The solicitation aimed to attract qualified and experienced executive search firms that specialize in public sector recruitment, particularly at the City Manager level.

The Formal Bid closed on July 2, 2025 at 10:30 am, with 11 responses received. Staff is thoroughly reviewing the packages to ensure that all vendors are "Responsible and Responsive".

Before making a recommendation for Award, staff will present a shortlist to the City Attorney for concurrence.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Meeting Date: 7/21/2025

ATTACHMENTS:

Description Type

UNEVALUATED BID TABULATION
Backup Material

Tabulation Sheet

Agency Name City of Lauderdale Lakes, FL

Bid Number RFP-25-3110-10R-0-2025/bw

Bid Name Executive Search Firm for City Manager Recruitment

Bid Due Date 07/02/2025 10:30:00 Eastern

Bid Opening Closed

11	responses found.		-		✓ on	line, 🎫 offline, 🛭	not submitting, 🗣 not i	received
	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Со	mplete							
1	. Adelphi Medical Staffing	07/02/2025 10:08:36 Eastern	965 Geneva Walk NW, Kennesaw, GA, 30152		0.0000	African American Owned, Small Business	Bid Package Submittal	✓
2	. COLIN BAENZIGER & ASSOCIATES	07/02/2025 08:33:36 Eastern	Suite 1, Riverdale, UT, 84405		0.0000		Bid Package Submittal	✓
3	. Government Professional Solutions	06/30/2025 11:11:29 Eastern	104 Harbor Haven St., Gun Barrel City , TX, 75156		0.0000		Bid Package Submittal	✓
4	. Hotep Consulting LLC	06/30/2025 17:34:43 Eastern	Road, Reston, VA, 20194		0.0000		Bid Package Submittal	✓
5	. Janice Allen Jackson & Associates, LLC	07/02/2025 09:06:58 Eastern	1312 Cherry Avenue, Augusta, GA, 30901		0.0000		Bid Package Submittal	✓
6	. MGT Impact Solutions, LLC	07/01/2025 16:03:54 Eastern	4320 W. Kennedy Blvd., Suite 200, Tampa, FL, 33609		0.0000		Bid Package Submittal	✓
7	. Raftelis Financial Consultants, Inc.	07/02/2025 09:57:40 Eastern	227 W. Trade St, Suite 1400, Charlotte, NC, 28202		0.0000		Bid Package Submittal	✓
8	. Slavin Management Consultants	07/01/2025 15:19:10 Eastern	3040 Holcomb Bridge Road, A1, Norcross, GA, 30071		0.0000		Bid Package Submittal	✓
9	. Tech Army, LLC	07/02/2025 09:20:54 Eastern	7777, Davie Road Extension, Suite 201A-3, Hollywood, FL, 33024		0.0000	Asian/Hawaiian Owned, Small Business	Bid Package Submittal	✓
10	. WBCP Inc.	07/01/2025 01:21:58 Eastern	213 E		0.0000		Bid Package Submittal	✓
11 .	. Wolfcreek Consulting	07/02/2025 10:11:05 Eastern	7351 Wiles Road, Suite 207, Coral Springs,		0.0000	African American Owned, Small Business	Bid Package Submittal Page 49 of	152 ^V

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		FL, 33067		

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: No

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AUTHORIZING THE DISCUSSION REGARDING **PURCHASE** OF **SOFTWARE** SUBSCRIPTIONS FROM SHI INTERNATIONAL CORPORATION USING THE NASPO ALTERNATE CONTRACT SOURCE NO. 43230000-23-NASPO-ACS AND EXECUTED CONTRACT NO. CTR060028 COMPETITIVELY PROCURED BY THE STATE OF ARIZONA FOR SOFTWARE VALUE ADDED RESELLER PRODUCTS AND SERVICES PROVIDED BY THE APPLICABLE SOFTWARE PUBLISHERS AND MANUFACTURERS IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00) PER FISCAL YEAR FOR SOFTWARE SUBSCRIPTIONS AND A CONTINGENCY OF FIVE PERCENT (5%) FOR ANY UPCOMING INCREASES FOR A FINAL AMOUNT OF FORTY TWO THOUSAND DOLLARS (\$42,000.00)

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This is a discussion regarding authorizing the purchase of software subscriptions with SHI International Corporation in amount not to exceed \$42,000.00.

Staff Recommendation

Background:

The City of Lauderdale Lakes utilizes the services of SHI International Corporation to provide quality products, software and services provided by the applicable software publishers at competitively bid prices to meet the needs of the City. SHI International Corporation are distributors for some of our software subscriptions that we currently use, such as Sentinel One Antivirus, PRTG Network Monitoring software, Veeam Replication and Backup plus SolarWinds Dameware remote control. these applications are renewed annually.

SHI provides a comprehensive range of IT products and services, including hardware, software, and managed IT solutions. They specialize in helping organizations optimize their technology investments and enhance their cybersecurity posture, serving clients across various sectors including public and private organizations.

This contract source includes reseller services and service options to support commercial off-the-shelf (COTS) and software as a service (SaaS) based software needs. Categories of solutions under this alternate contract source are General Software and Microsoft Software. For each category, services related to the software purchase include, but are not limited to, installation, configuration, and maintenance; advisory services may also be offered. Our current subscriptions are:

Current Products & Services

Products & Services	Subscription Coverage	Cost
Sentinel One AV	2/27/2025 - 2/26/2026	\$16,492.60
Veeam Backup & Replication	10/17/2024 - 10/15/2025	\$3,299.30
SolarWinds Dameware Mini Remote	6/12/2024 - 6/12/2027	\$656.25
AutoCad	6/7/2023 - 6/7/2026	\$10,839.88
PRTG Network Monitoring	10/22/2022 - 10/22/2025	\$1,058.96
	Total	<u>\$32,346.99</u>

City Staff recommends using the NASPO Alternate Contract Source No. 43230000-23-NASPO-ACS and executed contract No. CTR060028. The City will continue to enjoy a premium discount price on various rates from the manufacturer for all products and services.

City staff is requesting to utilize this cooperative contract in accordance with the City's Procurement Code,

Section 82-358(D), which allows for Cooperative procurements.

City Strategic Goals: Management Services: Enhance Technology Services

Funding Source: 0010617-4611

Fiscal Impact:

No FY25 IMPACT. FY 26 - \$42,000.00

Sponsor Name/Department: Aazam Piprawala CERT SCM, Procurement Administrator, Kurt Brown

I.T. Manager

Meeting Date: 7/21/2025

ATTACHMENTS:

	Description	Type
D	Exhibit A	Exhibit
D	Exhibit B	Exhibit
D	Exhibit C	Exhibit

□ SHI Purchase Orders Backup Material



Alternate Contract Source (ACS) No. 43230000-23-NASPO-ACS For Software Value Added Reseller

This Alternate Contract Source No. 43230000-23-NASPO-ACS Software Value Added Reseller (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and SHI International Corp. (Contractor), located at 290 Davidson Avenue, Somerset, NJ 08873 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of the Department of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Arizona competitively procured Software Value Added Reseller services and executed Contract No. CTR060028, Software Value-Added Reseller (Master Contract), with the Contractor:

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective April 25, 2022, and its term currently ends on April 24, 2027. The Master Contract has two (2) one-year renewals available. The Contract will become effective on April 1, 2023, or on the date signed by all Parties, whichever is later. The Contract will expire on April 24, 2027, unless terminated earlier or renewed in accordance with Exhibit A, Special Contract Conditions.

2. Scope

This Contract includes the entire scope of the products and services available through the Master Contract, for which the Contractor is acting as a reseller for the software and services provided by the applicable software publishers. The Contractor is authorized through the

Alternate Contract Source (ACS) No. 43230000-23-NASPO-ACS For Software Value Added Reseller

Master Contract to act as a reseller for the software and services provided by the software publishers in Category I – General software and Category II – Microsoft-only software.

3. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Price Sheet
- e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the mutually agreed upon terms and conditions included in any contract or purchase orders issued pursuant to this Contract.

5. Primary Contacts.

Department's Contract Manager:

Evan McLaughlin
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

Telephone: 850-487-9847

Email: evan.mclaughlin@dms.fl.gov

Alternate Contract Source (ACS) No. 43230000-23-NASPO-ACS For Software Value Added Reseller

Contractor's Contract Manager:

Kristina Mann Senior Manager - Contracts SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873

Telephone: 888-764-8888

Email: Kristina_Mann@SHI.com

6. SVAR Requirements.

The Contractor shall provide Customers with any requested information pertaining to accessible electronic information and information technology products to assist the Customer's compliance with Chapter 282, F.S. and rules promulgated therefrom, including Rule Chapter 60-8, Florida Administrative Code.

7. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall:

1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

SHI INTERNATIONAL CORP.	DEPARTMENT OF MANAGEMENT SERVICES
DocuSigned by:	DocuSigned by:
Kristina Mann	Pedro Allende
Kristina Mann	Pedro Allende
TATISCHIA THATH	Secretary
Sr. Manager - Contracts	
Date: 4/6/2023 9:48 AM EDT	Date: 4/12/2023 9:10 PM EDT



ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing Affidavit: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
 - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)
- E. Punchout Catalog and Electronic Invoicing.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's

punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN

This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purpose of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.
 - 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).
 - Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at <a href="https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.
 - 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority

business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

- 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
- 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business operations/state-purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting.
 Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department or Customer, where applicable, reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	\$100 per day late
Contractor will provide timely acknowledgement and responses to Customer Inquiries	All Customer inquiries will be acknowledged and responded to timely	 Initial responses to Customer inquiries are due within 1 business day If the Contractor's initial response does not resolve the Customer inquiry, a follow-up response to the inquiry is due to Customer no later than 3 business days following the initial response until inquiry is resolved, unless otherwise agreed upon by Customer and Contractor. 	\$150 per occurrence

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will provide timely and accurate invoicing to Customers	All Customer invoices will be provided timely and accurately upon Customer acceptance of delivery	 Invoices are due to be submitted to Customers no later than 30 calendar days after Customer acceptance. 	\$100 per calendar day late up to \$1,000
		 Invoices requiring correction are due to be resubmitted to Customers within 30 calendar days after notification of inaccurate invoice. 	

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings, which the Contractor may attend remotely. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
 - a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit anymonthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists. In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all third party fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or to the extent caused by any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by

the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT public Records AT public Records @dms.fl.gov, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public

agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and applicable attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.4.1 Ownership

If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries

If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract specifically for the Customer, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract specifically for the Customer.

8.4.3 Copyrightable Works

If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. If explicitly provided in a separate written agreement between the Contractor and the Customer that sets forth the transfer of ownership rights, all copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

11.3.2 Liquidated Damages

The Customer and the Contractor may negotiate terms of liquidated damages at the point of purchase related to how the Contractor's delayed performance will damage the Customer, but by their nature such damages are difficult to ascertain. Accordingly, the negotiated liquidated damages provisions will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may

conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon thirty (30) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

- 3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;
- 3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.
- 3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name Contractor's Name Contractor's Physical Address Contractor's Telephone # Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists. In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime: travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions. breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 8.1 Public Records.
- 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 8.2 Protection of Trade Secrets or Otherwise Confidential Information.
- 8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure. If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Koguan Leo Chairman of the Board

Corporate Office



<u>Dwight Moore</u> Chief Information Officer



Ellen Mass
Vice President of Human
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Hal Jagger Chief Strategy Officer



James Prior Chief Financial Officer



Jordan Mauriello Chief Technology Officer



Kapil Bansal
Senior Vice President PPSS, IDCS



Kevin McCann General Counsel



Matt Fisher
Vice President Marketing
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Customer Segment Leaders



Melissa Graham
Senior Vice President, Global
Accounts, UK & France



Denise Collison
Senior Vice President, Public
Sector & Healthcare



Eric Guthrie
Senior Vice President, Enterprise



Tom Ducatelli
Senior Vice President, Strategic,
Canada, Inside Sales



Brian McGrath
Vice President, Commercial &
SMB Sales





John D'Aquila Vice President, Inside Sales



Ryan Sheehan
Senior Vice President, Advanced
Solutions Group & Customer
Success



Steve Alt
Vice President of Operations



Drew Leonard
Vice President of Customer
Success & Acquisition



Mary Anne Barney
Vice President, Integration Data
Center Services
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Lane Shelton
Vice President Licensing
Consulting & ITAM Services

Customer Segment Leaders



Melissa Graham
Senior Vice President, Global
Accounts, UK & France



Denise Collison
Senior Vice President, Public
Sector & Healthcare



Eric Guthrie
Senior Vice President, Enterprise



Tom Ducatelli
Senior Vice President, Strategic,
Canada, Inside Sales



Brian McGrath
Vice President, Commercial &
SMB Sales





John D'Aquila Vice President, Inside Sales



Ryan Sheehan
Senior Vice President, Advanced
Solutions Group & Customer
Success



Steve Alt
Vice President of Operations



<u>Drew Leonard</u> Vice President of Customer Success & Acquisition



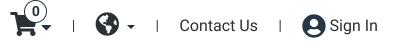
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Vice President, Integration Data
Center Services
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Lane Shelton
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F

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Intel drives global progress with cuttingedge solutions, embedding intelligence across devices to transform businesses through data innovation.



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Juniper Networks delivers top-notch networking and cybersecurity solutions, transforming the connections that matter most.

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SAMSUNG



SAMSUNG DISPLAY



Samsung SSD



xy for Business offers the technology you need to improve collaboration and

Samsung Display offers smart signage, VXT cloud-based digital signage,

Samsung revolutionizes business with Page 92 of d Sanced SSD solutions, enabling

productivity, while keeping sensitive business data secure.

monitors, hospitality TVs, and LED solutions, driving digital transformation for businesses.

smarter, faster, and more secure operations.



 \rightarrow

servicenow.

Snapdragon

 \rightarrow

SentinelOne offers Al-powered cybersecurity for endpoints, containers, cloud, and IoT. Secure hybrid work with a balanced, holistic strategy.

ServiceNow's ITSM powers adaptive tech orgs. Control costs, ensure 24/7 digital services, and deliver top-notch experiences with Al-powered self-service.

Unlock efficiency and innovation with Snapdragon® X Elite processors.
Seamless integration, enhanced performance, and robust support for your business challenges.

SOLARWINDS"

 \rightarrow

SONICWALL*

 \rightarrow

SOPHOS

 \rightarrow

SolarWinds offers powerful, affordable IT management software. Monitor and manage IT environments of any size with effective, accessible solutions.

SonicWall offers award-winning breach detection and prevention. Secure over a million networks with cost-effective solutions for businesses and governments.

Sophos, a global leader in security solutions, offers 24/7 MDR services to swiftly stop cyberattacks in their tracks.

Symantec. by Broadcom

Otenable

→

THALES

 \rightarrow

Protect your business with Symantec by Broadcom. Integrated cyber defense ensures you thrive, providing peace of mind and robust protection against threats. Tenable's Al-powered platform unifies security visibility and action. Protect against attacks across IT, cloud, and critical infrastructure to reduce risk.

Trusted globally, Thales secures sensitive information and reduces cyber risks across cloud, data centers, and networks, empowering secure digital operations.

Trellix

 \rightarrow

With GenAl-powered automation, Trellix's open XDR platform tackles advanced threats, reduces costs, and boosts efficiency for over 40,000 customers.



 \rightarrow

Champion digital transformation with Tungsten Automation. Power PDF and OmniPage OCR simplify tasks and elevate productivity.



 \rightarrow

Recover faster with Veeam's modern data protection. Get ahead with resilient solutions, top strategies, and dedicated support to keep your data secure.

VERITAS



Veritas leads in multicloud data management. Protect, recover, and comply with reliable solutions for your data, no matter where it resides.





Vertiv tackles high-density power and cooling needs. Rely on scalable, cost-effective solutions with global engineering expertise and exceptional support.





VMware offers state-of-the-art tech with expert strategy and management. Migrate to the cloud, secure digital experiences, and drive business growth.

WIZ



₹%. ZEBRA





helps organizations remove critical drisks. With full-stack visibility and

Zebra empowers workers with real-time insights. Equip employees with barcode

Streamline communications, boost productivity, and enhance engagement Page 94 of 152

accurate risk prioritization, Wiz enhances business agility.

scanners, printers, mobile computers, and tablets to boost efficiency and productivity.

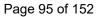
with Zoom Workplace. Make teamwork more meaningful.





Zscaler provides comprehensive security solutions. Operate securely and efficiently with Zscaler's Zero Trust Exchange, reducing complexity and costs.

Additional partnerships



A	В	E
ABBYY	Barco	Eaton
Acronis	Bitdefender	Ekahau
Alert Logic	Black Swan Data	Ergotron
Alludo	Blue Coat Systems	erwin
Amazon	BMC Software	Evolve
AMD	Вох	
Anker	Brocade	<u>F</u>
AOC	Brydge	Flexera Software
Arcserve		Freshworks
Arctic Wolf	<u>C</u>	Fujitsu
Arista Networks	Carbon Black	
Asus	Citrix Systems	<u>G</u>
Atlassian	Commscope Ruckus	Gemalto
AVer	Commvault	GitLab
Avocor	Cradlepoint	
Axiom Memory Solutions	CyberPower	н
	Cylance	Highsoft
		Hitachi Vantara
	D	HPE Aruba Networking
	Datawatch	3
	Deepwatch	I
	Delinea	IBM
	Dialpad	Informatica
	DocuSign	Intel Software
	Druva	Ivanti Page 96 of 152

N R Jabra Nasuni Raritan NEC **JetBrains** Ricoh Riverbed **NETGEAR** K **Netscout Systems** RSA Rubrik Nexthink Kaspersky Labs **New Relic** Kingston S **Nimble Storage Kodak Alaris** Nutanix SanDisk NVivo SAP LastPass Seagate 0 Secureworks Lexmark OpenText Sennheiser Lifesize Oracle **SimpliVity** M Otter **Simply Nuc Overland Storage** Splunk Malwarebytes Startech.com Micron P **SUPER MICRO Computer** Mimecast Panasonic Mitel **Philips** MobileIron Paessler Monday.com **Ping Identity** MSI **Proofpoint** Q Quantum

Quest

V Υ **Tableau Software** Yamaha **Varonis** Verizon Tanium Yubico **ViewSonic Targus** Z **TeamViewer** W **TechSmith** Zendesk Tintri **Western Digital** Zyxel **Trend Micro** X **TRENDnet Tripp Lite** Xerox **Tripwire Xplore Technologies** U

With over 30 years of experience, SHI has access to hundreds of thousands of industry-leading technology products to make your technology purchasing easier.

IT procurement made easy

Unitrends Software



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Cybersecurity

Data Center

Cloud

Digital Workplace

Training and Adoption Services

Customer Technology Centers

Case Studies











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ISO Compliance

FAQ

Accessibility Statement

California Transparency in Supply

Chains

Transparency in Coverage Regulations

(MRFs)

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www.shi.com : Corporate Customer : 20



SHI INTERNATIONAL CORP. NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF FLORIDA CONTRACT # 43230000-23-NASPO-ACS

<u>CATEGORY I - GENERAL SOFTWARE (ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE)</u>

PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S
	INVOICED COST
Tier I Publishers (Key Itemized Publishers)	
ADOBE	3.70%
CA TECHNOLOGIES	3.20%
CISCO	4.20%
COMMVAULT	3.70%
IBM	3.20%
RED HAT	4.20%
SPLUNK	4.20%
TABLEAU	4.20%
VEEAM	3.70%
VMWARE	4.20%
Tier II Publishers (Other Itemized Publishers)	
AUTODESK	3.70%
BARRACUDA NETWORKS	2.70%
BMC SOFTWARE	4.20%
CHECK POINT SOFTWARE	5.20%
CHERWELL	2.70%
CITRIX	5.20%
CHATSWORTH PRODUCTS (CPI)	2.70%
CROWDSTRIKE	5.20%
DELL	4.20%
DELPHIX	2.70%
DOCUSIGN	5.20%
DYNATRACE	4.20%
FORCEPOINT	3.70%
FORTINET	5.20%
GOOGLE	4.70%
INFORMATICA	4.20%
IVANTI	4.20%
KNOWBE4	4.20%
MCAFEE	4.20%
MICRO FOCUS	4.20%
MULESOFT	2.70%
NETMOTION	4.20%
OKTA	4.20%
OPENTEXT	4.20%
PROGRESS SOFTWARE	2.70%
PROOFPOINT	5.20%
QUEST SOFTWARE	4.20%
RAPID7	4.20%
RSA SECURITY	3.70%
SALESFORCE	5.20%
SAP	4.20%
SOLARWINDS	4.20%

Exhibit C - Pricing Sheet

SHI INTERNATIONAL CORP. NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF FLORIDA CONTRACT # 43230000-23-NASPO-ACS

CATEGORY I - GENERAL SOFTWARE (ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE)

PUBLISHERS	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
SOPHOS	4.70%
SPILLMAN	2.70%
SYMANTEC	4.20%
TENABLE	4.20%
TREND MICRO	4.20%
VARONIS	4.20%
VERITAS	4.20%
ZOHO	4.20%
Non-itemized Publishers	
All other publishers	6.70%
RESELLER SERVICES	HOURLY RATE
- Asset management	\$300.00
- Solutions architect	\$225.00
- Senior solutions architect	\$250.00
- Program engagement manager	\$125.00
- Project leader	\$125.00
- Project manager	\$125.00
- Senior project manager	\$175.00
All other in-scope reseller services	\$300.00

SHI INTERNATIONAL CORP. NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF FLORIDA CONTRACT # 43230000-23-NASPO-ACS

<u>CATEGORY I - GENERAL SOFTWARE</u> (ALL PUBLISHERS <u>EXCEPT</u> MICROSOFT AND ORACLE)

OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Publisher provided Services	20.70%
Other 3rd party provided services	20.70%
Other SHI provided services	20.70%

SHI INTERNATIONAL CORP. NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF FLORIDA CONTRACT # 43230000-23-NASPO-ACS

CATEGORY II - MICROSOFT-ONLY SOFTWARE

<u> </u>	
SUBCATEGORY	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Itemized Microsoft Offerings	
EMS E5	1.70%
G1	1.70%
G2	1.70%
G3	1.70%
G5	1.70%
Govt E4	1.70%
Advanced Threat Protection	1.70%
Power BI	1.70%
Exchange Online	1.70%
Kiosk F3 Now	1.70%
Dynamics	1.70%
PowerApps	1.70%
Project Online	1.70%
Azure	2.70%
All Other Microsoft Offerings	
SaaS	1.70%
On-Premise	1.70%
Resold In-scope Professional Services	
- Ongoing maintenance & support services not included in software license agreement	1.70%
- Deployment services	1.70%
- Architectural design services	1.70%
- Training deployment services	1.70%
All other resold in-scope professional services	1.70%
IN-SCOPE RESELLER SERVICES	HOURLY RATE
- Asset management	\$300.00
- Solutions architect	\$225.00
- Senior solutions architect	\$250.00
- Program engagement manager	\$125.00
- Project leader	\$125.00
- Project manager	\$125.00
- Senior project manager	\$175.00
All other in-scope reseller services	\$300.00

Exhibit C - Pricing Sheet

SHI INTERNATIONAL CORP. NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) STATE OF FLORIDA CONTRACT # 43230000-23-NASPO-ACS

CATEGORY II - MICROSOFT-ONLY SOFTWARE

OPTIONAL SERVICES	MAXIMUM MARKUP ON RESELLER'S INVOICED COST
Microsoft provided Services	20.70%
Other 3rd party provided services	20.70%
Other SHI provided services	20.70%
Microsoft Premier Support Agreement	5.70%



Rill To

City of Lauderdale Lakes Financial Services Department 4300 NW 36th Street Lauderdale Lakes, FL 33319-5599 www.lauderdalelakes.org Phone: (954) 535-2722

Fax: (954) 535-1892 Vendor

SHI

290 DAVIDSON AVENUE SOMERSET, NJ 08873 Ship To

Information Technology City of Lauderdale Lakes 4300 N.W. 36th Street Lauderdale Lakes, FL 33319-5599 **Purchase Order**

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order Number 22300000

2023

Fiscal Year

Purchase Order Date 10/05/2022

Department FINANCE INFO TECHNOLOGY DIVISI
Required By 10/05/2022

Payment Terms 30 Days

Delivery must be made within doors of specified destination. Sales Tax Exempt Certificate No. 85-8013807654C-9 Federal Identification No. 59-0974050

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
305-971-5266	BRYAN_HUNT@SHI.COM	6487	12300041	FINANCE - IT

NOTES

Software Maintenance/Support

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

The Terms and Conditions set forth herein for the Purchase of Goods and/or Services apply to every Purchase Order while they are applicable.

Purchase Order Date: 10/5/2022.

Reference: SHI Pricing Proposal/Quotation #:22583444.

IT Approval 10/3/2022

ITEM # DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1 PAESSLER AG: F PAE23620EDU GL #: 0010617 Commodity Co	, , , , , , , , , , , , , , , , , , , ,	1.0000	EACH	\$1,058.9600	\$1,058.96

Mail Original and one copy of your invoice to:
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Attn: Accounts Payable
ap@lauderdalelakes.org

irector of Financial Services



Rill To

City of Lauderdale Lakes
Financial Services Department
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
www.lauderdalelakes.org
Phone: (954) 53-2722

Phone: (954) 535-2722 Fax: (954) 535-1892

Vendor SHI

290 DAVIDSON AVENUE SOMERSET, NJ 08873 Ship To

Information Technology
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319-5599

Purchase Order

Page 1 of 1

30 Days

THIS NUMBER MUST APPEAR ON ALL INVOICES,

Fiscal Year

Payment Terms

2023

PACKAGES AND SHIPPING PAPERS.

Purchase Order Number 22300362

Purchase Order Date 05/23/2023

Department FINANCE INFO TECHNOLOGY DIVISI

Contract 2023035

Required By 05/12/2023

Delivery must be made within doors of specified destination. Sales Tax Exempt Certificate No. 85-8013807654C-9 Federal Identification No. 59-0974050

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
305-971-5266	BRYAN_HUNT@SHI.COM	6487	12301429	FINANCE - IT

NOTES

Server Mini/Mainframe Comp

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

The Terms and Conditions set forth herein for the Purchase of Goods and/or Services apply to every Purchase Order while they are applicable.

Purchase Order Date: 5/23/2023.

Reference: SHI Pricing Proposal/Quotation #:23442688; Piggyback Contract No.: 43230000-NASPO-16-ACS-SVAR.

IT Approval 5/9/2023

ITEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	AutoCAD - including specialized toolsets Government Single-user 3-Year Subscription Renewal Autodesk - Part#: C1RK1-006989-L787 GL #: 0010617 - 4611 Commodity Code: -	\$10,839.88	2.0000	EACH	\$5,419.9400	\$10,839.88

Mail Original and one copy of your invoice to:
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Attn: Accounts Payable
ap@lauderdalelakes.org

Director of Financial Services



Bill To

City of Lauderdale Lakes
Financial Services Department
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
www.lauderdalelakes.org
Phone: (954) 53-2722

Phone: (954) 535-2722 Fax: (954) 535-1892

Vendor SHI

290 DAVIDSON AVENUE SOMERSET, NJ 08873 Ship To

Information Technology City of Lauderdale Lakes 4300 N.W. 36th Street Lauderdale Lakes, FL 33319-5599 **Purchase Order**

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order Number 22400282

2024

Fiscal Year

Purchase Order Date 04/19/2024

Department FINANCE INFO TECHNOLOGY DIVISI
Required By 04/19/2024

Payment Terms 30 Days

Delivery must be made within doors of specified destination. Sales Tax Exempt Certificate No. 85-8013807654C-9 Federal Identification No. 59-0974050

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
305-971-5266	BRYAN_HUNT@SHI.COM	6487	12401583	FINANCE - IT

NOTES

Software Maintenance/Support

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

The Terms and Conditions set forth herein for the Purchase of Goods and/or Services apply to every Purchase Order while they are applicable.

ITEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	SolarWinds DameWare Mini Remote Control Per Technician License (2 to 3 user price)-Annual Maintenance Renewal SolarWinds - Part#: 8240070 Contract Name: Open Market Contract #: Open Market Serial #: SW22287339 Coverage Term: 6/12/2024 – 6/12/2027 GL #: 0010617 - 4611	\$656.25	3.0000	EACH	\$218.7500	\$656.25
	Commodity Code: -					

Mail Original and one copy of your invoice to:
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Attn: Accounts Payable
ap@lauderdalelakes.org

Director of Financial Services



Dill To

City of Lauderdale Lakes Financial Services Department 4300 NW 36th Street Lauderdale Lakes, FL 33319-5599 www.lauderdalelakes.org Phone: (954) 535-2722

Fax: (954) 535-1892

SHI INTERNATIONAL CORP. 290 DAVIDSON AVENUE SOMERSET, NJ 08873 Ship To

Information Technology
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319-5599

Purchase Order

Page 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

2025

Fiscal Year

Purchase Order Number 22500257

Purchase Order Date 02/05/2025

Department FINANCE INFO TECHNOLOGY DIVISI
Required By 01/10/2025

Payment Terms 30 Days

Delivery must be made within doors of specified destination. Sales Tax Exempt Certificate No. 85-8013807654C-9 Federal Identification No. 59-0974050

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
305-971-5266	BRYAN_HUNT@SHI.COM	6487	12501245	FINANCE - IT

NOTES

Software Maintenance/Support

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

The Terms and Conditions set forth herein for the Purchase of Goods and/or Services apply to every Purchase Order while they are applicable.

ITEM#	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Enterprise Support Plan, SLED, 1 Yr, 100-500 Worksta SentinelOne - Part#: S1ES-CMP-EN-T2-S-2 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 2/27/2025 â€* 2/26/2026 Note: 1 year renewal term GL #: 0010617 - 4611 \$12,64		EACH	\$57.4900	\$12,647.80
2	Complete Cloud Workload Security (Per Server). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, EDR Hunting and Investigation and up to 100 concurrent STAR Rules, Enterprise Support Plan,SLED, 1 Yr, 100-500 Server SentinelOne - Part#: S1ES-CMP-CW-T2-S-2 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 2/27/2025 â€" 2/26/2026 Note: 1 year renewal term	30.0000	EACH	\$105.1200	\$3,153.60
	GL #: 0010617 - 4611 \$3,15 Commodity Code: -	53.60			
3	Singularity Platform. Access to the Singularity Platform, includes initial SDL Ingest, SLED, 1 Yr SentinelOne - Part#: PF-PLT-FF-T1-S-2 Contract Name: OMNIA Partners - IT Solutions Contract #: 2018011-02	1.0000	EACH	\$691.2000	\$691.20

Mail Original and one copy of your invoice to:
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Attn: Accounts Payable
ap@lauderdalelakes.org



Purchase Order

Page 2 of 2

Purchase Order # 22500257

ITEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	Coverage Term: 2/27/2025 â€" 2/26/2026 Note: 1 year renewal term					
	GL #: 0010617 - 4611 \$6	91.20				
	Commodity Code: -					

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: No

Title

DISCUSSION REGARDING AUTHORIZING THE PURCHASE OF ADDITIONAL LICENSES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS FROM RINGCENTRAL, INC., IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00) FOR THE ANNUAL COST OF THE LICENSES AND SERVICES

Summary

This is a discussion regarding authorizing the purchase of additional licenses for the city's Upgraded Telephone System in accordance with the terms and condition of The Interlocal Purchasing System (TIPS) Cooperative Program Contract 210303, Telephone and Communications Data Systems and Solutions, from RingCentral, Inc., in an amount of \$30,000.

Staff Recommendation

Background:

In May 2022, the City's current telephone system was upgraded via Resolution 2022-046, for the purchase of equipment and annual cost for services and licenses. The previous telephone system is no longer supported by the manufacture Samsung and there are few components available if replacements are needed. The approved annual cost included a cost of Twenty-Four Thousand and Fifty-Eight dollars and Eighty Cents (\$24,058.80) with a 60-month agreement for the purchase of 108 licenses @ \$156.00+ applicable fees and surcharges per license. As a result of increase in staff, an additional of 5 licenses were purchased, which has caused the line item for licenses to increase to a current amount of \$26,631.81 annually.

City staff is requesting approval of a conservative figure not to exceed of \$30,000.00 annually to cover any additional request by the city for additional licenses as staff increases. This approval will expire at the end of the 60-month term (6/12/2027).

City staff is requesting to continue utilizing this contract in accordance with the City's Procurement Code, Section 82-358(d), which allows cooperative purchasing. The contract was awarded by The Interlocal Purchasing Cooperative Program, utilized a competitive selection process to award this contract for the period of May 31, 2021 through May 31, 2024, which has additional options to renew.

Funding Source:

General Fund, 0010700-3410-Tech

Fiscal Impact:

Adequate funding available in the budget to allow for the expense

Sponsor Name/Department: Aazam Piprawala, Procurement Administrator, Kurt Brown, IT Manager

Financial Services Department **Meeting Date:** 7/21/2025

ATTACHMENTS:

	Description	Type
ם	Exhibit A	Exhibit
ם	Exhibit B	Exhibit
D	Exhibit C	Exhibit

RESOLUTION 2022-046

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A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE PURCHASE OF AN UPGRADED TELEPHONE AND COMMUNICATIONS SYSTEM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INTERLOCAL PURCHASING SYSTEMS (TIPS) COOPERATIVE PROGRAM CONTRACT NO. 210303, TELEPHONE AND COMMUNICATIONS DATA SYSTEMS AND SOLUTIONS ("CONTRACT"), FROM RINGCENTRAL, INC., PURSUANT TO ARTICLE XIII, SECTION 82-358(d) THE LAUDERDALE LAKES PROCUREMENT (COOPERATIVE PURCHASING), IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND AND NO/100 (\$60,000.00) **DOLLARS SYSTEM FOR** HARDWARE, IMPLEMENTATION, AND CONTINGENCY; FURTHER AUTHORIZING PAYMENT OF THE ANNUAL COST OF THE LICENSES AND SERVICES IN AN AMOUNT OF TWENTY-FOUR THOUSAND FIFTY-EIGHT AND 80/100 (\$24,058.80) DOLLARS, A COPY OF SAID CONTRACT IS ATTACHED HERETO AS EXHIBIT "A", AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") has a telephone system that is approximately eighteen (18) years old. The current telephone system is no longer supported by the manufacturer, Samsung, and there are few components available if replacements are needed, thus causing repair and maintenance of the current system and hardware to become increasingly challenging;

WHEREAS, City Staff recommends replacing the telephone system with an innovative solution that is reliable, secure, scalable, and designed to meet the needs of the growing city;

WHEREAS, RingCentral, Inc., provided an estimate to purchase licenses required by the City and State of Florida at an annual cost for the license of Twenty-Four Thousand Fifty-Eight and 80/100 (\$24,058.80) Dollars. The initial outlay requires the payment of the annual license fee plus a one-time purchase of hardware in the amount of Nineteen Thousand Seven Hundred Seventy-Six and No/100 (\$19,776.00) Dollars, a one-time cost for system integration

- and training in the amount of Thirteen Thousand Eight Hundred Forty and No/100
- 2 (\$13,840.00) Dollars, and a contingency in the amount of Two Thousand Three Hundred
- 3 Twenty-Five and 20/100 (\$2,325.20) Dollars for a total initial outlay of Sixty Thousand and
- 4 No/100 (\$60,000.00) Dollars;
- 5 WHEREAS, the contract was awarded by The Interlocal Purchasing Cooperative Program,
- 6 utilizing a competitive selection process to award Contract No. 210303 for the period of May
- 7 31, 2021 through May 31, 2024, which has additional options to renew. City Staff is requesting
- 8 to utilize this contract in accordance with the City's Procurement Code, Section 82-358(d),
- 9 which allows for cooperative purchasing;
- 10 WHEREAS, the City's Director of Financial Services has deemed it to be in the best
- interests of the City, given the time, expense and marketplace factors make it financially
- 12 advantageous for the City to utilize the Contract in accordance with the Lauderdale Lakes
- Procurement Code, Section 82-358(d), which provides for cooperative purchasing, in an amount
- not to exceed Sixty Thousand and No/100 (\$60,000.00) Dollars. Thereafter, the contract will
- 15 continue for the remainder of the term at an annual cost for the license of Twenty-Four
- Thousand Fifty-Eight and 80/100 (\$24,058.80). A copy of the Contract is attached hereto as
- 17 Exhibit "A"; and
- 18 WHEREAS, City Staff has determined that adequate funds are available in the General
- 19 Fund, 0010700-3410-Tech, for the fiscal year, as amended.
- 20 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
- 21 LAUDERDALE LAKES AS FOLLOWS:

Resolution 2022-046

1	SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
2	confirmed as being true, and the same are hereby made a part of this Resolution.
3	SECTION 2. AUTHORITY: The City Commission, in accordance with Article XIII, Section
4	82-358(d), hereby authorizes the City Manager to execute that certain cooperative purchasing
5	agreement between the City of Lauderdale Lakes and RingCentral, Inc. in accordance with the
6	terms and conditions of The Interlocal Purchasing Cooperative Program Contract No. 210303, a
7	copy of which is attached hereto as Exhibit "A".
8	SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
9	Manager, is hereby authorized to obtain three (3) fully executed copies of the subject agreement,
10	with one (1) to be maintained by the City, with one (1) to be delivered to RingCentral, Inc., and
11	with one (1) to be directed to the Office of City Attorney.
12	
13	[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
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1	SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its
2	final passage.
3	ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR
4	MEETING HELD MAY 10, 2022.
5 6	Alloge
7	HAZELLE ROGERS, MAYOR
8	
9	
10	ATTEST:
11	WAS COON YEAR
12	SEAL OF
13	Veno Voceand : CITY OF : 70
L 4	Venice Howard, CMC, CITY CLERK SEAL OF CITY OF LAUDERDALE LAKES
15	A: IAKES
16	Approved as to form and legality
17	Approved as to form and legality
18	for the use of and reliance by the
19	City of Lauderdale Lakes only:
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21	
22	
23	Sidney C. Calloway, City Attorney
24	
25	
26	Sponsored by: Asheley Hepburn, MPA, Director, Financial Services and Ron Desbrunes, Director,
27	Public Works
28	
29	
30	VOTE: APPROVED
31	
32	Mayor Hazelle Rogers (For) (Against) (Other)
33	Vice-Mayor Marilyn Davis (For) (Against) (Other)
34	Commissioner Veronica Edwards Phillips (For) (Against) (Other)
35	Commissioner Karlene Maxwell-Williams (For) (Against) (Other)
36	Commissioner Beverly Williams / (For) (Against) (Other)

TIPS VENDOR AGREEMENT INSTRUCTIONS

If you have not taken exception or deviation to the agreement language in the solicitation attributes, please insert your company name on the first page below. This PDF document is a fillable form. Download the document to your computer, fill in your company name at the top of Page 1, save the file, and upload to the AGREEMENT section of the "Response Attachments" tab. Next, download the AGREEMENT SIGNATURE FORM from the "Attachment" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab, because this is a required document.

End of instructions

TIPS VENDOR AGREEMENT

Between	RingCentral, Inc	and
	(Company Name)	

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for TIPS RFP 210303 Telephone and Communications Data Systems and Solutions

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. Vendor's RingCentral Master Services Agreement (MSA) is attached to and incorporated into this Vendor Agreement, and the terms and conditions contained in the MSA shall apply to this Agreement except as may be expressly changed or modified by this Agreement. The MSA provides the basis for terms and conditions governing the purchase of services and related products by TIPS Members from Vendor under the contract award resulting from RFP 210303 Telephone and Communications Data Systems and Solutions. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include <u>manufacturer's minimum standard warranty</u> unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS provided, however, that Vendor may assign the Agreement and all of Vendor's rights and obligations thereunder without the prior approval of TIPS (a) to an affiliate of Vendor; (b) to the Vendor's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of Vendor's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to
 give, nor intends to give at any time hereafter any economic opportunity, future employment, gift,
 loan, gratuity, special discount, trip, favor or service to a public servant in connection with this
 Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at
 independently, and is submitted without collusion with anyone to obtain information or gain any
 favoritism that would in any way limit competition or give an unfair advantage over other vendors in
 the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.

Example: If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the

participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made.

This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working

days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North Pittsburg, TX,75686

And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability
Automobile Liability
Workers' Compensation

\$1,000,000 each Occurrence/ Aggregate \$300,000 Includes owned, hired & non-owned Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. \$1,000,000

Umbrella Liability

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing.

Special Terms and Conditions

- Orders: All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tipsusa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- Vendor Encouraging Members to bypass TIPS agreement: Encouraging TIPS Members to purchase
 directly from the Vendor or through another agreement, when the Member has requested using the
 TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the
 terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS
 Program.
- Order Confirmation: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- Back Ordered Products: If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.



MASTER SERVICES AGREEMENT

Re: TIPS Contract 210303 Telephone and Communications Data Systems and Solutions

This Master Services Agreement is effective as of the date of last signature ("Effective Date") on the Order Form and made between:

RingCentral, Inc. ("RingCentral")	TIPS Member ("Customer") set out on the Order Form
Address:	Address:
20 Davis Drive Belmont, CA 94002	Per Customer's address on the Order Form

RingCentral and Customer are together referred to as the "Parties" and each individually as a "Party."

1. The Master Services Agreement ("Agreement") consists of the terms and conditions contained herein, any Service Attachments applicable to Customer's Services and any other Attachments agreed by the Parties when set out in the "Special Terms and Notes" section of the Order Form, are incorporated into and form a part of this Agreement.

Exhibit A - Definitions

Attachment A - RingCentral Office Services

Attachment B - RingCentral Contact Center Services

Attachment C - Professional Services Agreement

Attachment D – Engage Voice Services

Attachment E – Engage Digital Services

Attachment F – Service Level Agreement for Office Services

Attachment G – Service Level Agreement for Contact Center Services

Attachment H – Service Level Agreement for Engage Digital Services

Attachment I – Service Level Agreement for Engage Voice Services

Attachment J – Service Level Agreement for Engage Support Services

Attachment K – Business Associate Agreement

Attachment L - Security Addendum

Attachment M - Data Processing Addendum

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

A. Ordering Services. Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

- **B.** Equipment. Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
- (i) Purchase: http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html, and
- (ii) Rental: https://www.ringcentral.com/legal/lease-rental.html
- C. Term of this Agreement. The Term of this Agreement will commence on the Effective Date and continue until the last Order

Form is terminated or expires, unless terminated earlier in accordance with its terms.

D. Services Term. The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form ("Initial Term"). Prior to the expiration of the Initial Term or thereafter any Renewal Term, any renewal of Services shall only be valid and enforceable when RingCentral receives written confirmation by Customer's purchase order or an agreement signed by the Customer no less than fortyfive (45) days prior to such expiration of any renewal period (each such occurrence a "Renewal Term"). Customer acknowledges and agrees that RingCentral shall be held immune from any and all liability that may arise as a result of the Customer's loss of telecommunication Services resulting from a disruption of Service because of Customer's failure to timely renew Services as set out in this Section 2.D. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services

3. Invoicing and Payment

A. Prices and Charges. All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless



John Lucas, Senior Account Exec Connect with Me: 813-328-2488 John.Lucas@RingCentral.com

Presented to: City of Lauderdale Lakes

PRICE QUOTE *Pricing valid for sixty(60) days

Service Price - 60 Month/Purchase Phones					
Description	Qty.	List Unit Price	Discounted Unit Price	RingCentral MONTHLY	RingCentral ANNUAL
				-	
RingCentral Office - Standard Licenses (includes unlimited efaxing)	108	\$29.00	\$13.00	\$1,404.00	\$16,848.00
VoIP Softphone, Mobile App, Team Messaging, RC Video, Audio Conferencing, SMS, Fax	108	Included	Included	Included	Included
Limited Extension License (Faxing, Paging, etc.)	10	\$13.99	\$6.99	\$69.90	\$838.80
Local & Long Distance for US & Canada	UNLIMITED	Included	Included	Included	Included
Compliance and Administrative Cost Recovery Fee	118	\$3.50		\$413.00	\$4,956.00
E-911	118	\$1.00		\$118.00	\$1,416.00
RingCentral Office Grand Total				\$2,004.90	\$24,058.80

Invoicing begins immediately upon order and account activation

Tax exemption of State & Local taxes pending RingCentral approval of tax exempt certificate

Description	Qty.	List Unit Price	Discounted Price	Total Cost
Executive Sets:				
Yealink T57W	20	\$269.00	\$162.00	\$3,240.00
Basic Sets:				
Yealink T46U	90	\$189.00	\$137.00	\$12,330.00
Attendant Station				
Yealink T46S W/Add-On Module	1	\$289.00	\$174.00	\$174.00
Conference Stations:				
reahlink CP930	7	\$639.00	\$576.00	\$4,032.00
	•			
Monthly Total for Phone Hardware				\$19,776.00

[^]Shipping & Handling quoted as an estimate. Subject to change based on Scope of Work

Professional Services REMOTE OPTION (one-time fee/purchase)				
Description	Qty.	List Unit Price	Discounted Unit Price	Total for Units
Professional Services - REMOTE Project Management, Implementation, & Training*	118			
Total for Professional Services REMOTE Implementation				\$0.00

^{*}Subject to change based of final Scope of Work

PRICING VALID FOR 60 DAYS



RC Professional Services

8005 South Chester Street, Suite 200 Denver, CO 80112 650 781 4638 indy.decroos@ringcentral.com

ESTIMATE

City of Lauderdale Lakes

4300 NW 36th St.

Lauderdale Lakes, FL 33319

ESTIMATE NO:02423270

DATE: April 6th, 2022

EXPIRATION DATE: May 6th, 2022

PHASES				
Name	Phase Total			
Phase 1				
Standard Remote Delivery - 204 seats/endpoint- Planning &				
Design, System integration testing, User acceptance	\$12,240.00			
testing, Web-based Training, Network Assessment, Number				
porting & Remote Go-live support.				
Per User Pricing (Basic Remote)				
Remote Build and Delivery of RingCentral Office - Up to 3 Lo	cations			
Phase 2	#4.000.00			
(2) End-user trainings + (1) Admin training	\$1,600.00			
porting & Remote Go-live support. Per User Pricing (Basic Remote) Remote Build and Delivery of RingCentral Office - Up to 3 Lo Phase 2	cations \$1,600.00			

Training - RingCentral MVP: Admin Basics (English)

This course will introduce attendees to the admin interface for managing users, phone system routing, and reports. Duration: 1 hour, 50 minutes. Prerequisite(s): RingCentral Office system should be implemented and operating with data to review Course Objectives: - Build and manage basic call flows. - Manage users, phones, devices, and basic settings. - Manage moves, adds, changes, and deletes.



PHASES

Name Phase Total

Training - RingCentral MVP: User Basics (English)

This course introduces users to performing daily tasks with RingCentral. Duration: 50 minutes. Course Objectives: - Activate and manage your RingCentral phone extension. - Make, receive, and manage calls from any device. - Schedule, host, and join a RingCentral audio or video conference. - Collaborate with colleagues or clients via individual or team chats.

Grand Total \$13,840.00

*excludes taxes and fees

RingCentral®Invoice

Billed To

City of Lauderdale Lakes

4300 NW 36th St.

Lauderdale Lakes FL 33319

United States

Phone: (954) 535-2722

Customer Email:

ap@lauderdalelakes.org

Account Information

Customer User ID: 267510049

Invoice No.: CD_001138791

Currency: US Dollar

Terms: Net 30

Invoice Date: 06/14/2025

Invoice Amount to Pay: \$26,631.81

Due Date: 07/14/2025

Discover what's new at RingCentral.

Learn more. >



Statement Summary

SERVICE	AMOUNT
Subscription	
Charges	
DigitalLine Unlimited Standard	\$17,628.00
DigitalLine Basic Standard	\$838.80
Additional Local Number	\$108.00
Taxes, Fees and Surcharges	
Federal - Universal Service Fund	\$1,415.01
Compliance and Administrative Cost Recovery Fee	\$5,166.00
e911 Service Fee	\$1,476.00
Subscription Subtotal	\$26,631.81
	Amount Due \$26,631.81



Account Information

Customer User ID: 267510049 Invoice No.: CD_001138791

Invoice Amount to Pay: \$26,631.81

Payment Methods

Please email remittance advice to Collections@RingCentral.com

Checks Regular Mail to Lockbox:

RingCentral Inc. P.O. Box 734232 Dallas, TX 75373-4232

Overnight/Courier Check Payment:

JPMorgan Chase (TX1-0029) Attn: RingCentral Inc. 734232 14800 Frye Road, 2nd Floor Ft Worth, TX 76155

Wire Instructions:

JPMorgan Chase Bank For credit to: RingCentral Inc. JPMorgan Chase New York, NY 10017

SWIFT ID: CHASUS33 ABA #: 021000021 Account #: 3602193095

ACH Payment:

JPMorgan Chase Bank For credit to: RingCentral Inc. Account #: 3602193095
ABA #: 021000021

For Credit Card Payment - Please call collections hotline at (415) 649-6735

Billing Questions?

Email billingsupport@ringcentral.com or call 888-898-4591.

Customer must notify RingCentral at **billingsupport@ringcentral.com** of disputes arising from invoices in writing within thirty (30) days of invoice date, unless otherwise specified in contract.

Undisputed amounts unpaid on or before agreed upon payment term on the invoice may lead to service interruption.

Business Hours: 12:00 AM to 12:00 AM (PST), Monday - Friday



Statement Details

Description	Start Date	End Date	Qty	Rate	Amount
Subscription - Charges					
DigitalLine Unlimited Standard	06/13/2025	06/12/2026	113	\$156.00	\$17,628.00
DigitalLine Basic Standard	06/13/2025	06/12/2026	10	\$83.88	\$838.80
Additional Local Number	06/13/2025	06/12/2026	9	\$12.00	\$108.00
Subscription - Charges Subtotal					\$18,574.80
Subscription - Taxes, Fees and Surcharges					
Compliance and Administrative Cost Recovery Fee	06/13/2025	06/12/2026	123	\$42.00	\$5,166.00
e911 Service Fee	06/13/2025	06/12/2026	123	\$12.00	\$1,476.00
Federal - Universal Service Fund					\$1,415.01
Subscription - Taxes, Fees and Surcharges Subtotal					\$8,057.01
Subscription Subtotal					\$26,631.81
Total		Amou	ınt Due (Ta	ax Included)	\$26,631.81



Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

DISCUSSION REGARDING FIRST BAPTIST CHURCH PINEY GROVE BACK TO SCHOOL BASH USE OF THE CITY'S LOGO (SPONSORED BY MAYOR EDWARDS PHILLIPS)

Summary

This is a discussion regarding First Baptist Church Piney Grove Back to School Bash use of the City's logo.

Staff Recommendation

Background:

First Baptist Church Piney Grove will be hosting its annual back to school bash on August, 9, 2025 to serve local families by providing valuable resources, school supplies, and community connections as the new school year approaches, and requests permission to utilize the city's official logo in their promotional materials for the event. Additionally, they would like to invite the city to host a table to engage with the community, and share important information.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Mayor Edwards Phillips, Mayor and Commission Office

Meeting Date: 7/21/2025

ATTACHMENTS:

Description Type

□ FBCPG Back to School Bash sponsorship letter Backup Material



Dear Partner.

As we prepare for the 2025 school year, First Baptist Church Piney Grove is excited to announce our **Annual Back to School Bash**, which will take place on **Saturday, August 9th from 9:00 AM to 2:00 PM** right here on our church grounds.

Our mission this year is bold yet achievable—with your help. We are striving to serve **1,000 students** in our community by equipping them with the tools they need for a successful academic year. This includes **free bookbags**, **school supplies**, **haircuts**, **hairstyles**, **physicals**, and access to **valuable resources for parents**—all in one uplifting and family-friendly environment.

We believe in the importance of investing in our children. The Bible reminds us in **Proverbs 22:6**, "Train up a child in the way he should go; even when he is old he will not depart from it." Your sponsorship helps us live out this mandate in a tangible and powerful way.

This year, we are offering three sponsorship tiers to support this vital initiative:

- Tier 1 \$350.00
- Tier 2 \$750.00
- Tier 3 \$1,000.00 and above

Tier 2 and Tier 3 Sponsors will receive the following benefits:

- Your company logo featured on our event flyer and promotional materials.
 - A tent and table setup at the event for community engagement.
 - An opportunity to speak to our parents and families directly from the stage.

This is more than a donation, it is a chance to plant seeds of hope and success into the lives of our youth and their families. We humbly thank you for considering this opportunity to partner with us as we continue to serve our community with compassion, purpose, and love. Please note that all checks must be made payable to First Baptist church Piney grove with "Back to school bash" in the memo

We would be **delighted to welcome you** as one of our official sponsors who will help this vision become a reality. Should you have any questions or need more information, please feel free to reach out directly at 954-735-1500.

If you are not able to commit to a sponsorship level but are interested in making a financial contribution or donation of in-kind goods With gratitude,

The Children and Youth Ministry of First Baptist church Piney Grove.

Rev. Dr. Ezra L Tillman Jr. Senior Pastor 4699 W. Oakland Blvd. Lauderdale Lakes, FL 33313 954.735.1500 Fax: 954-717-3861



W W W . F B C P I N E Y G R O V E . O R G

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

DISCUSSION REGARDING HOSTING A FLORIDA LICENSING ON WHEELS (FLOW) EVENT AS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Summary

This is a continued discussion regarding hosting a Florida Licensing On Wheels (FLOW) event as a Commissioner Initiative.

Staff Recommendation

Background:

This item was presented at the July 7th City Commission Workshop for discussion. The FLOW initiative provides residents with convenient access to essential services such as driver license renewals, ID cards, and vehicle registration.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Karlene Maxwell-Williams, Mayor and City Commission

Meeting Date: 7/21/2025

ATTACHMENTS:

Description Type

☐ Resolution 2025-035 Backup Material

1	RESOLUTION 2025-035		
2 3 4 5 6 7 8 9	A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AMENDING THE CITY OF LAUDERDALE LAKES' ("CITY") SPECIAL EVENTS CALENDAR FOR FISCAL YEAR 2024-2025, PROVIDING FOR ADDITIONAL SPECIAL EVENTS PROPOSED BY MEMBERS OF THE CITY COMMISSION AND FUNDING SOURCES FOR SUCH ADDITIONAL EVENTS; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.		
11	WHEREAS, each year, the City of Lauderdale Lakes ("City") hosts special events that		
12	enhance the quality of life of its residents and visitors;		
13	WHEREAS, pursuant to Resolution 2023-101, the City Commission established procedures		
14	regarding City-hosted events initiated by City Commissioners;		
15	WHEREAS, such procedures mandate that to approve additional events that were not		
16	considered in the City's adopted fiscal year budget, the City Commission shall provide approval		
17	through an adopted resolution;		
18	WHEREAS, the resolution seeking approval for additional events not previously approved		
19	in the City's fiscal year budget must establish a funding source for such requested events;		
20	WHEREAS, each Commissioner has a budgeted amount of Six Thousand Dollars and		
21	No/100 (\$6,000.00) to host said events in the Special Initiatives Funding Account;		
22	WHEREAS, in addition to the previously approved initiatives and special events, the City		
23	Commission is proposing the following events for approval for fiscal year 2024-2025 ("Events"):		
24 25 26	 Mayor Veronica Edwards Phillips proposes to host "The Mayor and the Cop" on a bi-monthly basis and has sufficient funding from the Special Initiatives Funding Account. 		
27 28 29 30	 Vice Mayor Tycie Causwell proposes to host a "Food Drive" and has sufficient funding from the Special Initiatives Funding Account. 		

1 2 3 4 5	3. Commissioner Easton Harrison proposes to host a "Chess Program" on a periodic basis for youth and adults, a "Swim with the Commissioner program" at the Lauderdale Lakes Aquatic Center, and a "Biz with a Twist" business networking event, all of which have sufficient funding from the Special Initiatives Funding Account.		
6 7 8 9 10 11	4.	Commissioner Karlene Maxwell-Williams proposes to host a "Young at Heart" program for the Senior Center on a monthly basis and a "Perimenopause/Menopausal Seminar" during the month of May for Women's Health Month, both of which have sufficient funding from the Special Initiatives Funding Account.	
L3 L4 L5	5.	Commissioner Sharon Thomas proposes to co-host a "Food Drive" with Vice Mayor Tycie Causwell and has sufficient funding from the Special Initiatives Funding Account.	
16 17	WHEREAS, the Events would bring additional community wellness and participation from		
18	the City's residents;		
19	WHEREAS, an amendment to the Special Events Calendar for fiscal year 2024-2025 is		
20	required to carry out the Events; and		
21	WHEREAS, the cost of the additional events has already been contemplated and budgeted		
22	for by the Commission members submitting the proposals.		
23	NOW	THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF	
24	LAUDERDALE LAKES AS FOLLOWS:		
25	SECTIO	ON 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and	
26	confirmed as	being true, and the same are hereby made a part of this Resolution.	
27	SECTIO	ON 2. AUTHORITY: The City Commission hereby approves the amendment of the	
28	Special Event	s Calendar for Fiscal Year 2024-2025 to include the additional Events listed in this	
29	Resolution for a total amount not to exceed Six Thousand and No/100 Dollars (\$6,000.00		
30	budgeted for each commissioner in the Special Initiatives Funding Account.		

1	SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate				
2	City Officials are hereby authorized to take any and all actions necessary to effectuate the intent				
3	of this Resolution.				
4	SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its				
5	final passage.				
6	ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR				
7	MEETING HELD FEBRUARY 25, 2025.				
8 9 10	VERONICA EDWARDS PHILLIPS, MAYOR				
11 12	ATTEST:				
13 14 15	VENICE HOWARD, MMC, CITY CLERK VENICE HOWARD, MMC, CITY CLERK CITY OF				
16 17	LAUDERDALE				
18	Approved as to form and legality				
19	for the use of and reliance by the				
20	City of Lauderdale Lakes only:				
21					
22					
23					
24	Sidney C. Calloway, City Attorney				
25 26	Sponsored by: Teresa Brown Stubbs, MPA, CPRP City Manager				
27					
28	VOTE: APPROVED				
29	,				
30	Mayor Veronica Edwards Phillips (For) (Against) (Other)				
31	Vice-Mayor Tycie Causwell (For) (Against) (Other)				
32	Commissioner Easton Harrison (For) (For) (Against) (Other)				
33	Commissioner Karlene Maxwell-Williams (For) (Against) (Other)				
34	Commissioner Sharon Thomas (For) (Against) (Other)				

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title

DISCUSSION REGARDING USE OF VACANT GREENSPACE AT THE BELLA VISTA COMMUNITY FOR LAKES SPACE AS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER HARRISON)

Summary

This is a discussion regarding the use of vacant greenspace at the Bella Vista Community for Lakes Space as a Commissioner Initiative.

Staff Recommendation

Background:

This initiative will activate greenspace within the Bella Vista community. It aims to transform the area into a vibrant, community focused venue where residents can showcase their talents, present creative projects, or pitch small business ideas in an open supportive environment. It would allow fostering of entrepreneurship and encourage artistic expression.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Easton Harrison, Mayor and Commission

Meeting Date: 7/21/2025

ATTACHMENTS:

Description Type

□ Resolution 2025-035 Backup Material

1	RESOLUTION 2025-035		
2 3 4 5 6 7 8 9	A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AMENDING THE CITY OF LAUDERDALE LAKES' ("CITY") SPECIAL EVENTS CALENDAR FOR FISCAL YEAR 2024-2025, PROVIDING FOR ADDITIONAL SPECIAL EVENTS PROPOSED BY MEMBERS OF THE CITY COMMISSION AND FUNDING SOURCES FOR SUCH ADDITIONAL EVENTS; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.		
11	WHEREAS, each year, the City of Lauderdale Lakes ("City") hosts special events that		
12	enhance the quality of life of its residents and visitors;		
13	WHEREAS, pursuant to Resolution 2023-101, the City Commission established procedures		
14	regarding City-hosted events initiated by City Commissioners;		
15	WHEREAS, such procedures mandate that to approve additional events that were not		
16	considered in the City's adopted fiscal year budget, the City Commission shall provide approva		
17	through an adopted resolution;		
18	WHEREAS, the resolution seeking approval for additional events not previously approved		
19	in the City's fiscal year budget must establish a funding source for such requested events;		
20	WHEREAS, each Commissioner has a budgeted amount of Six Thousand Dollars and		
21	No/100 (\$6,000.00) to host said events in the Special Initiatives Funding Account;		
22	WHEREAS, in addition to the previously approved initiatives and special events, the City		
23	Commission is proposing the following events for approval for fiscal year 2024-2025 ("Events"):		
24 25 26	 Mayor Veronica Edwards Phillips proposes to host "The Mayor and the Cop" on a bi-monthly basis and has sufficient funding from the Special Initiatives Funding Account. 		
27282930	 Vice Mayor Tycie Causwell proposes to host a "Food Drive" and has sufficient funding from the Special Initiatives Funding Account. 		

1 2 3 4 5	3. Commissioner Easton Harrison proposes to host a "Chess Program" on a periodic basis for youth and adults, a "Swim with the Commissioner program" at the Lauderdale Lakes Aquatic Center, and a "Biz with a Twist" business networking event, all of which have sufficient funding from the Special Initiatives Funding Account.		
6 7 8 9 10 11	4.	Commissioner Karlene Maxwell-Williams proposes to host a "Young at Heart" program for the Senior Center on a monthly basis and a "Perimenopause/Menopausal Seminar" during the month of May for Women's Health Month, both of which have sufficient funding from the Special Initiatives Funding Account.	
L3 L4 L5	5.	Commissioner Sharon Thomas proposes to co-host a "Food Drive" with Vice Mayor Tycie Causwell and has sufficient funding from the Special Initiatives Funding Account.	
16 17	WHEREAS, the Events would bring additional community wellness and participation from		
18	the City's residents;		
19	WHEREAS, an amendment to the Special Events Calendar for fiscal year 2024-2025 is		
20	required to carry out the Events; and		
21	WHEREAS, the cost of the additional events has already been contemplated and budgeted		
22	for by the Commission members submitting the proposals.		
23	NOW	THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF	
24	LAUDERDALE LAKES AS FOLLOWS:		
25	SECTIO	ON 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and	
26	confirmed as	being true, and the same are hereby made a part of this Resolution.	
27	SECTIO	ON 2. AUTHORITY: The City Commission hereby approves the amendment of the	
28	Special Event	s Calendar for Fiscal Year 2024-2025 to include the additional Events listed in this	
29	Resolution for a total amount not to exceed Six Thousand and No/100 Dollars (\$6,000.00		
30	budgeted for each commissioner in the Special Initiatives Funding Account.		

1	SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate				
2	City Officials are hereby authorized to take any and all actions necessary to effectuate the intent				
3	of this Resolution.				
4	SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its				
5	final passage.				
6	ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR				
7	MEETING HELD FEBRUARY 25, 2025.				
8 9 10	VERONICA EDWARDS PHILLIPS, MAYOR				
11 12	ATTEST:				
13 14 15	VENICE HOWARD, MMC, CITY CLERK VENICE HOWARD, MMC, CITY CLERK CITY OF				
16 17	LAUDERDALE				
18	Approved as to form and legality				
19	for the use of and reliance by the				
20	City of Lauderdale Lakes only:				
21					
22					
23					
24	Sidney C. Calloway, City Attorney				
25 26	Sponsored by: Teresa Brown Stubbs, MPA, CPRP City Manager				
27					
28	VOTE: APPROVED				
29	,				
30	Mayor Veronica Edwards Phillips (For) (Against) (Other)				
31	Vice-Mayor Tycie Causwell (For) (Against) (Other)				
32	Commissioner Easton Harrison (For) (For) (Against) (Other)				
33	Commissioner Karlene Maxwell-Williams (For) (Against) (Other)				
34	Commissioner Sharon Thomas (For) (Against) (Other)				

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title

DISCUSSION REGARDING DIAPER BANK DISTRIBUTION FOR NATIONAL DIAPER DISTRIBUTION WEEK (SPONSORED BY COMMISSIONER HARRISON)

Summary

This is a discussion regarding a diaper bank distribution.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Easton Harrison, Mayor and Commission

Meeting Date: 7/21/2025

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

DISCUSSION REGARDING AN AMNESTY PROGRAM (SPONSORED BY COMMISSIONER HARRISON)

Summary

This is a discussion regarding an amnesty program.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Easton Harrison, Mayor and Commission

Meeting Date: 7/21/2025

ATTACHMENTS:

Description Type

□ Lauderdale Lakes Reso - Lien Amnesty Program Backup Material

Background Justification for a Lien Amnesty Program in

Lauderdale Lakes

Backup Material

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A CODE ENFORCEMENT LIEN AMNESTY PROGRAM; PROVIDING FOR ELIGIBILITY CRITERIA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes imposes code enforcement liens pursuant to Chapter 162 of Florida Statutes and the City's Code of Ordinances to ensure compliance and maintain community standards; and

WHEREAS, numerous properties within the City are encumbered by outstanding code enforcement liens, which may hinder property transactions, redevelopment efforts, and overall community improvement; and

WHEREAS, the City Commission recognizes that a temporary Code Enforcement Lien Amnesty Program can incentivize property owners to bring their properties into compliance, thereby enhancing the safety, aesthetics, and property values within the City; and

WHEREAS, the City Commission of the City of Lauderdale Lakes recognizes the importance of maintaining clean, safe, and compliant properties throughout the community; and

WHEREAS, the accumulation of code enforcement liens over time has placed a significant financial burden on property owners and has discouraged redevelopment and reinvestment in certain properties; and

WHEREAS, similar programs implemented in neighboring municipalities have proven effective in promoting code compliance and resolving outstanding liens; and

WHEREAS, the City Commission desires to establish a Code Enforcement Lien Amnesty Program (the "Program") to provide property owners with an opportunity to settle outstanding code enforcement liens at a reduced amount, subject to specific eligibility criteria and conditions established by City Commission; and

WHEREAS, the City Commission of the City of Lauderdale Lakes seeks to incentivize property owners to bring their properties into compliance with City building and property maintenance codes by offering, for a limited time, a reduction in lien amounts—allowing eligible residential property owners to pay 10% of the lien's face value, and nonresidential property owners to pay 15% of the lien's face value, plus the costs of lien preparation and recording;

WHEREAS, the City desires to have the Program run from August 1, 2025, to May 30, 2026;

WHEREAS, the City Manager or designee shall have the authority to extend the Program and/or amend the reduction amount at their discretion based on the Program's

performance and community needs.

- NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, FLORIDA:
- <u>Section 1</u>: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.
- <u>Section 2</u>: The City Commission hereby authorizes the establishment of a Code Enforcement Lien Amnesty Program to commence on August 1, 2025, and conclude on May 30, 2026.
- <u>Section 3</u>: To be eligible for participation in the Program, property owners must meet the following criteria:
 - (a) The subject property, as well as all other properties owned by the same property owner within the City of Lauderdale Lakes, must be in full compliance with all applicable City Codes and Ordinances, as verified by a compliance inspection conducted by the City's Code Compliance Division.
 - (b) The property owner must submit a completed application, along with a non-refundable application fee of \$150.00 for the first lien and \$25.00 for each additional lien, to the Code Compliance Division or Department of Financial Services within the Program period.
 - (c) All outstanding hard costs, including but not limited to lot clearing charges, board-up charges, demolition costs, and legal fees, are exempt from reduction under this Program and must be paid in full prior to or at the time of settlement.
 - (d) Properties currently involved in litigation with the City are not eligible for the Program.
- <u>Section 4</u>: Upon approval of the application and verification of compliance, the code enforcement lien(s) shall be reduced to a percentage determined by the City's administrative lien amnesty policy or schedule of fees, plus a fee of \$125.00 per lien for lien preparation, recording, and release.
- <u>Section 5</u>: The reduced lien amount, along with any outstanding hard costs and administrative fees, must be paid in full within 60 days of the approval date of the lien amnesty application. Failure to remit full payment within this timeframe shall render the lien reduction null and void, reinstating the original lien amount.
- <u>Section 6</u>: The City Manager, the Director of Code Compliance, and the Director of Financial Services or their designee, are authorized to execute any necessary documents and take all necessary actions to implement the provisions of this Resolution, subject to Section 42 of the City's Code of Ordinances.

FLORIDA, AUTHORIZING THE ESTABLISHMENT OF A CODE ENFORCEMENT LIEN AMNESTY PROGRAM; PROVIDING FOR ELIGIBILITY CRITERIA; AND PROVIDING AN EFFECTIVE DATE.

Section 7: This Resolution sadoption.	shall take effec	t immediately upor	n its passage and
PASSED AND ADOPTED to	his	day of	, 2025.
VE	ERONICA EDW	/ARDS-PHILLIPS	, MAYOR
ATTEST:			
CITY CLERK			
APPROVED AS TO FORM:			
	_		
CITY ATTORNEY			

Background & Justification for a Lien Amnesty Program in Lauderdale Lakes

Presented by: Commissioner Easton Harrison Introduction

Our city's mission is rooted in progress, community revitalization, and unlocking economic opportunity for all who live, work, and invest in Lauderdale Lakes. Yet across our neighborhoods, dozens — if not hundreds — of properties are paralyzed by excessive, compounding code enforcement liens. These liens are doing nothing to improve compliance but are doing everything to stall redevelopment, discourage homeownership, and shrink our tax base.

It's time we implement a **common-sense solution** that:

- Helps residents and businesses resolve past mistakes
- Stimulates property improvements
- Brings properties into compliance
- And ultimately strengthens our city's code enforcement outcomes

That solution is a **Lien Amnesty Program**.

The Problem

- Lauderdale Lakes holds hundreds of unresolved liens—many years old.
- Most of these liens are not being collected and will never be collected at their full value.
- These liens accumulate at \$100-\$500 per day, often far beyond the actual offense.
- Many are attached to:
 - o **Inheritors** who can't sell the property
 - Small landlords who are locked out of refinancing
 - Low-income homeowners who want to comply but can't pay \$20K+ in liens

Current Reality: Blocked Progress

- Properties remain vacant or underused for years
- Investors avoid Lauderdale Lakes due to title/lien issues
- Code violations persist because there's no incentive to resolve them

• City revenue is delayed or lost — lien money, permit fees, property taxes

Cities Are Solving This Issue

Cities have successfully implemented temporary lien amnesty programs:

City

Sunrise

Lauderhill

North Miami Beach

Fort Lauderdale

Deerfield Beach

Hollywood

Wilton Manors

Davie

Opa Locka

Miami Gardens

St Lucie County

Seminole County

Riviera Beach

Islamorada

Each of these programs helped:

- Clear thousands of old liens
- Bring properties back into compliance
- Generate revenue where there was none

Lauderdale Lakes can **model the best elements** of these programs without starting from scratch.

Why Amnesty is Good Policy

1. It encourages compliance, not punishment.

We want clean, safe properties not unpayable fines. This program incentivizes owners to **bring properties into code compliance** in order to qualify.

2. It clears the books.

Uncollectable liens are costing us administrative time with no return. Amnesty helps us turn code enforcement from punitive to productive.

3. It supports economic revitalization.

With clearer title, these properties can be **sold, improved, and reinvested in.** That means more permits, taxes, jobs, and stability.

4. It's time limited and tightly controlled.

This is not a permanent discount it's a one-time opportunity with strict rules. **Only compliant properties qualify.**

Program Safeguards

- Full code compliance required before any reduction is approved
- Non-refundable \$150 application fee
- 10–15% of lien paid
- 30-day payment window after approval
- No forgiveness of legal fees, demolition costs, or hard cost.

What We Gain

- Cleaner, safer properties
- New revenue (better than zero)
- Increased property transfers and development
- Improved public trust in government

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title

FUTURE MEETINGS

Summary

The next scheduled City Commission Workshop will take place on August 11, 2025 at 5 p.m. The next scheduled City Commission Meeting will take place on August 12, 2025 at 7 p.m.

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Meeting Date: 7/21/2025