

# BAL HARBOUR

- V I L L A G E -

Mayor Seth E. Salver  
Vice Mayor David Wolf  
Councilman Jeffrey P. Freimark  
Councilman Alejandro Levy  
Councilman Buzzy Sklar

Village Manager Jorge M. Gonzalez  
Village Clerk Dwight S. Danie  
Village Attorneys Weiss Serota  
Helfman Cole & Bierman, P.L.

## **Bal Harbour Village Council**

Regular Meeting Agenda

December 9, 2025

At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

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*This meeting will be conducted in person. The meeting will also be broadcast on our website at <https://balharbourfl.gov/government/village-clerk/minutes-and-agendas/>. Members of the public are also encouraged to participate by email ([meetings@balharbourfl.gov](mailto:meetings@balharbourfl.gov)) or by telephone at 305-865-6449.*

*BHV Who We Are, Vision, Mission, Values / The Bal Harbour Experience  
[The Bal Harbour Experience.pdf](#)*

### **CALL TO ORDER/ PLEDGE OF ALLEGIANCE**

### **REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS**

### **PRESENTATIONS AND AWARDS**

- PA1** Recognition - Daniel M. Gold for Service on the Police Pension Board
- PA2** Presentation - Bal Harbour Shops Harding Avenue Realignment Project Update by Nik Massey  
[Maintenance of Traffic Plan ADA.pdf](#)
- PA3** Presentation - Recreation, Arts & Culture Update  
[Recreation, Arts, & Culture Report December 2025 ADA.pdf](#)
- PA4** Presentation - Tourism & Resort Tax Update  
[Presentation - Tourism & Resort Tax Update ADA.pdf](#)

### **CONSENT AGENDA**

### **C6 - COUNCIL MINUTES**

- C6A** Bal Harbour Village Council Meeting Minutes - November 18, 2025  
[VillageCouncil-RegularCouncilMeetingMinutes\\_November18\\_2025\\_Short2.pdf](#)

## **C7 - RESOLUTIONS**

### **C7A** Resolution Approving an Agreement with Blue Digital Corp to Scan and Digitize Building Department Documents

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND BLUE DIGITAL CORPORATION TO SCAN AND DIGITIZE BUILDING DEPARTMENT DOCUMENTS IN AN AMOUNT NOT TO EXCEED, ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Scanning Blue Digital ADA.pdf](#)

[Memorandum - Scanning Blue Digital ADA.pdf](#)

[Resolution - Scanning Blue Digital ADA.pdf](#)

[Attachment - Blue Digital Agreement to Council ADA.pdf](#)

[Attachment - Blue Digital Price List Coral Gables ADA.pdf](#)

[Attachment - MDC Purchase Order 2025 ADA.pdf](#)

### **C7B** Resolution Amending the Broad Consulting Agreement for Creative Design Services

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE EXISTING AGREEMENT WITH BROAD CONSULTING FOR THE PURPOSE OF PROVIDING CREATIVE DESIGN AND ART DIRECTION SERVICES; INCREASING THE CONTRACT AMOUNT BY TWELVE THOUSAND DOLLARS (\$12,000) TO SUPPORT EXPANDED 2026 COMMUNICATIONS AND EVENT INITIATIVES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Graphic Design Professional Services Agreement - Broad Consulting ADA.pdf](#)

[Memorandum - Graphic Design Professional Services Agreement - Broad Consulting ADA.pdf](#)

[Resolution - Graphic Design Professional Services Agreement - Broad Consulting ADA.pdf](#)

[Attachment - Professional Services Agreement - Fernando Lopez - Broad Consulting ADA.pdf](#)

[Attachment - Bal Harbour Broad Consulting Amendment ADA.pdf](#)

### **C7C** Resolution Ratifying the Appointment of the Police Officers Retirement Board Fifth Member

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE BOARD-SELECTED MEMBER OF THE BAL HARBOUR POLICE OFFICERS' RETIREMENT BOARD AND APPOINT TODD DAGRES AS A MINISTERIAL ACT; PROVIDING FOR AN EFFECTIVE DATE

[Item Summary - Ratification PORBs Fifth Member - Todd Dagres ADA.pdf](#)

[Memorandum - Ratification PORBs Fifth Member - Todd Dagres ADA.pdf](#)

[Resolution - Ratification PORBs Fifth Member - Todd Dagres ADA.pdf](#)

[Attachment - Todd Dagres - Email - Dec9 2024 ADA.pdf](#)

[Attachment - Dec17 2024 Village Council Recommendations to PORB members ADA.pdf](#)

## **R5 - ORDINANCES** - (There are no ordinances for consideration.)

## R7 - RESOLUTIONS

**R7A** Resolution Authorizing the Purchase of a Generator for Sanitary Sewer Pump Station PS-1

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE A GILLETTE GENERATOR POWERED BY A JOHN DEERE DIESEL ENGINE FOR SANITARY SEWER PUMP STATION NUMBER ONE (PS-1) LOCATED AT 184 BAL BAY DRIVE FROM MTS POWER PRODUCTS, IN THE AMOUNT OF \$81,400, SUBJECT TO ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Purchase of a Generator for Sanitary Sewer Pump ADA.pdf](#)  
[Memorandum - Purchase of a Generator for Sanitary Sewer Pump ADA.pdf](#)  
[Resolution - Purchase of a Generator for Sanitary Sewer Pump ADA.pdf](#)  
[Attachment - MTS Power Quote ADA.pdf](#)

**R7B** Resolution Approving the Installation of Dedicated Electrical Service at Gated Community Access Points

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO ENTER INTO AN AGREEMENT WITH GERHOLD ELECTRIC INC. FOR THE INSTALLATION OF DEDICATED ELECTRICAL SERVICE AT THREE GATED COMMUNITY ACCESS POINTS; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF FIFTY-FIVE THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS (\$55,685), PLUS A FIFTEEN PERCENT (15%) CONTINGENCY FOR UNFORESEEN CONDITIONS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF SIXTY-FOUR THOUSAND THIRTY-EIGHT DOLLARS (\$64,038); AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE BAL HARBOUR CIVIC ASSOCIATION FOR COSTS INCURRED IN CONNECTION WITH SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Installation of Dedicated Electrical Service at Community Access Gates ADA.pdf](#)  
[Memorandum - Installation of Dedicated Electrical Service at Community Access Gates ADA.pdf](#)  
[Resolution - Installation of Dedicated Electrical Service at Community Access Gates ADA.pdf](#)  
[Attachment - BHCA Board Meeting Minutes Official 110325 SIGNED ADA.pdf](#)  
[Attachment - Gerhold Proposal Quote 4078 ADA.pdf](#)  
[Attachment - Proposals Summary ADA.pdf](#)

**R7C** Resolution Approving Public Relations and Branding Services for the 2026 Milestone Year

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH PURPLE PUBLIC RELATIONS FOR COMMUNICATIONS, BRANDING, AND PUBLIC RELATIONS SERVICES IN SUPPORT OF THE VILLAGE'S 2026 MILESTONE YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Purple Public Relations and Branding Services ADA.pdf](#)  
[Memorandum - Purple Public Relations and Branding Services ADA.pdf](#)  
[Resolution - Purple Public Relations and Branding Services ADA.pdf](#)

[Attachment - Agreement Purple PR ADA.pdf](#)  
[Attachment - Scope of Work Purple PR ADA.pdf](#)

**R7D** Resolution Approving and Authorizing the Acquisition of Police Portable Radios

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AND AUTHORIZING THE ACQUISITION OF MOTOROLA APX NEXT PORTABLE RADIOS AND RELATED EQUIPMENT FOR THE BAL HARBOUR POLICE DEPARTMENT THROUGH A LEASE PURCHASE FINANCING AGREEMENT WITH MOTOROLA CREDIT CORPORATION, WITH A FINANCED EQUIPMENT COST OF \$80,351 ANNUALLY OVER A PERIOD OF FIVE YEARS AND AN ANNUAL SUBSCRIPTION AND WARRANTY COST OF \$24,932 ANNUALLY OVER A PERIOD OF SIX YEARS, PURSUANT TO SOURCEWELL CONTRACT NO. 042021-MOT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED FINANCING AND CONTRACT DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Acquisition of Police Portable Radios ADA.pdf](#)  
[Memorandum - Acquisition of Police Portable Radios ADA.pdf](#)  
[Resolution - Acquisition of Police Portable Radios ADA.pdf](#)  
[Attachment - Motorola Solutions APX Next Radio Fleet Replacement Proposal ADA.pdf](#)  
[Attachment - Motorola Amendment ADA.pdf](#)  
[Attachment - Motorola Sourcewell Contract 042021 ADA.pdf](#)

**R7E** Resolution Approving the 2026 Council Meeting Dates  
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING COUNCIL MEETING DATES FOR THE 2026 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Council Meeting Dates 2026 ADA.pdf](#)  
[Memorandum - Council Meeting Dates 2026 ADA.pdf](#)  
[Resolution - Council Meeting Dates 2026 ADA.pdf](#)  
[2026 Village Council Meeting Calendar 2026 ADA.pdf](#)

**R9 - NEW BUSINESS AND COUNCIL DISCUSSION**

**R9A PUBLIC COMMENT**

**R10 - VILLAGE MANAGER REPORT**

**R11A VILLAGE CLERK REPORT**

Lobbyist Report

[R11A1 Lobbyist Registration Report as of December3 2025.pdf](#)

**R12 - VILLAGE ATTORNEY REPORT**

**END OF REGULAR AGENDA**

**ADJOURNMENT**

One or more members of any Village Committee/Board may attend this meeting of the Council and may discuss matters which may later come before their respective Boards/Committees. The New Business and Council Discussion Section includes a section for Public Comment. On public comment matters, any person is entitled to be heard by this Council on any matter; however, no action shall be taken by the Council on a matter of public comment, unless the item is specifically listed on the agenda, or is added to the agenda by Council action.

Any person who acts as a lobbyist, pursuant to Village Code Section 2-301 (Lobbyists), must register with the Village Clerk, prior to engaging in lobbying activities before Village staff, boards, committees, and/or the Village Council. A copy of the Ordinance is available in the Village Clerk's Office at Village Hall. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

All persons who need assistance or special accommodations to participate in virtual meetings please contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. All Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.



# BAL HARBOUR MAINTENANCE OF TRAFFIC PLAN

Location: Harding Avenue & Collins Ave.

SECTION 26 AND 35, TOWNSHIP 52 S, RANGE 42E

## CERTIFICATE OF COMPLETION

**KHANH DANG**

Has Completed a FDOT Approved Temporary Traffic Control (TTC) Advanced Course

Training Provider: Safety Test Priority  
750 NE 199th St, #H201  
Miami FL 33179  
Phone: 786-439-7314

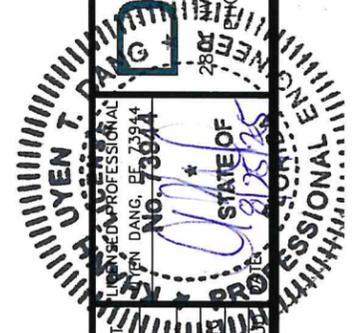
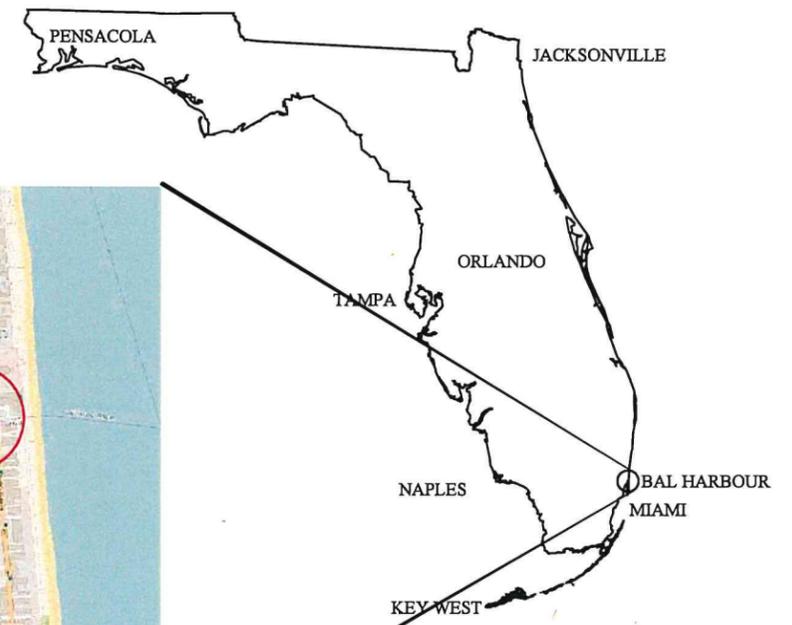
Verify this Certificate by visiting [www.mutadmin.com](http://www.mutadmin.com)

|                          |                               |                   |                           |  |
|--------------------------|-------------------------------|-------------------|---------------------------|--|
| 01/30/2023<br>Issue Date | 01/05/2027<br>Expiration Date | K.B.<br>Inspector | 602757<br>Certificate No. |  |
|--------------------------|-------------------------------|-------------------|---------------------------|--|

### SHEET INDEX

- C-1 COVER SHEET
- 2A PHASE 2A MOT PLAN
- 2B PHASE 2B MOT PLAN
- 2C PHASE 2C MOT PLAN
- 2D PHASE 2D MOT PLAN

DDEC LLC.  
2801 NW 55TH CT. STE 7W-A  
TAMARAC, FL 33309  
KHANH UYEN DANG, PE 73944



| No. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
|     |           |      |    |
|     |           |      |    |
|     |           |      |    |
|     |           |      |    |

**DDEC**  
2801 NW 55TH COURT STE 7W-A  
TAMARAC, FL 33309  
PHONE: 813-380-6574  
WWW.DDEC.COM

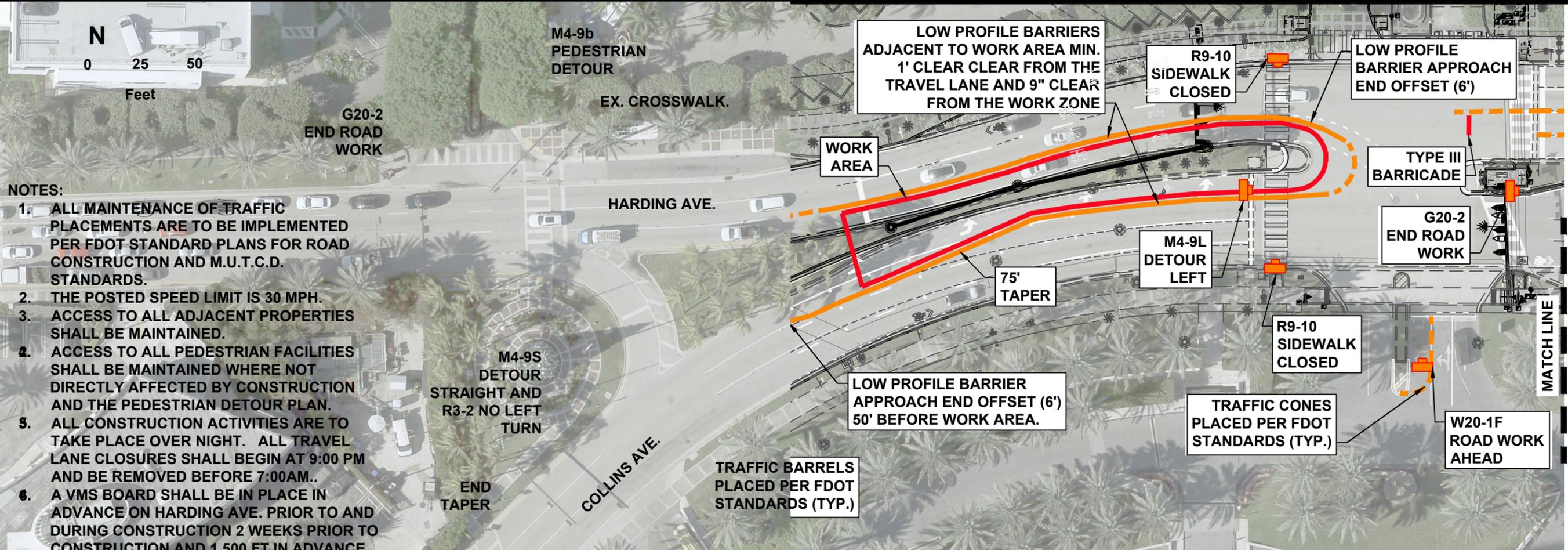
DDEC PROJECT: 2025-K-691-001-10  
DATE: 11/14/2025  
SCALE: AS SHOWN  
DESIGNED BY: KJETT  
DRAWN BY: ATC  
CHECKED BY: KJETT

96th ST. AND HARDING AVE.  
MAINTENANCE OF TRAFFIC  
PHASE 2  
BAL HARBOR VILLAGE

Approved  
2025-K-691-001-10  
SHEET NO.  
C-1  
Elizabeth Jett  
11/14/2025



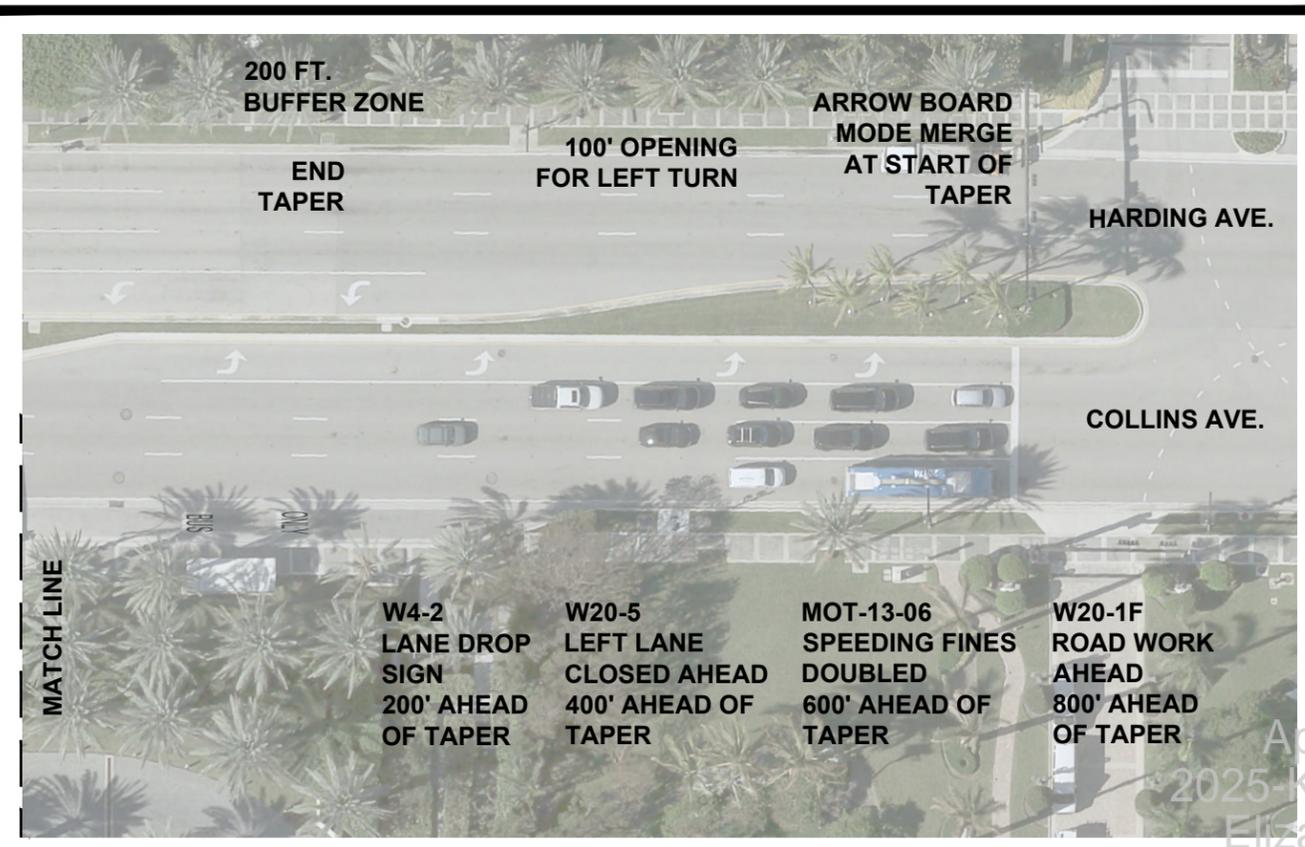




- NOTES:**
1. ALL MAINTENANCE OF TRAFFIC PLACEMENTS ARE TO BE IMPLEMENTED PER FDOT STANDARD PLANS FOR ROAD CONSTRUCTION AND M.U.T.C.D. STANDARDS.
  2. THE POSTED SPEED LIMIT IS 30 MPH.
  3. ACCESS TO ALL ADJACENT PROPERTIES SHALL BE MAINTAINED.
  2. ACCESS TO ALL PEDESTRIAN FACILITIES SHALL BE MAINTAINED WHERE NOT DIRECTLY AFFECTED BY CONSTRUCTION AND THE PEDESTRIAN DETOUR PLAN.
  5. ALL CONSTRUCTION ACTIVITIES ARE TO TAKE PLACE OVER NIGHT. ALL TRAVEL LANE CLOSURES SHALL BEGIN AT 9:00 PM AND BE REMOVED BEFORE 7:00AM..
  6. A VMS BOARD SHALL BE IN PLACE IN ADVANCE ON HARDING AVE. PRIOR TO AND DURING CONSTRUCTION 2 WEEKS PRIOR TO CONSTRUCTION AND 1,500 FT IN ADVANCE. COORDINATE THE LOCATION, TIMING AND MESSAGE WITH THE ENGINEER.
  8. A POLICE OFFICER SHALL BE PRESENT DURING CONSTRUCTION.

Expected Duration (24) Working Days

- |   |  |  |  |
|---|--|--|--|
| W4-2<br>LANE DROP<br>SIGN<br>200' AHEAD<br>OF TAPER | W20-5<br>LEFT LANE<br>CLOSED AHEAD<br>400' AHEAD OF<br>TAPER | MOT-13-06<br>SPEEDING FINES<br>DOUBLED<br>600' AHEAD OF<br>TAPER | W20-1F<br>ROAD WORK<br>AHEAD<br>800' AHEAD<br>OF TAPER |
|---|--|--|--|



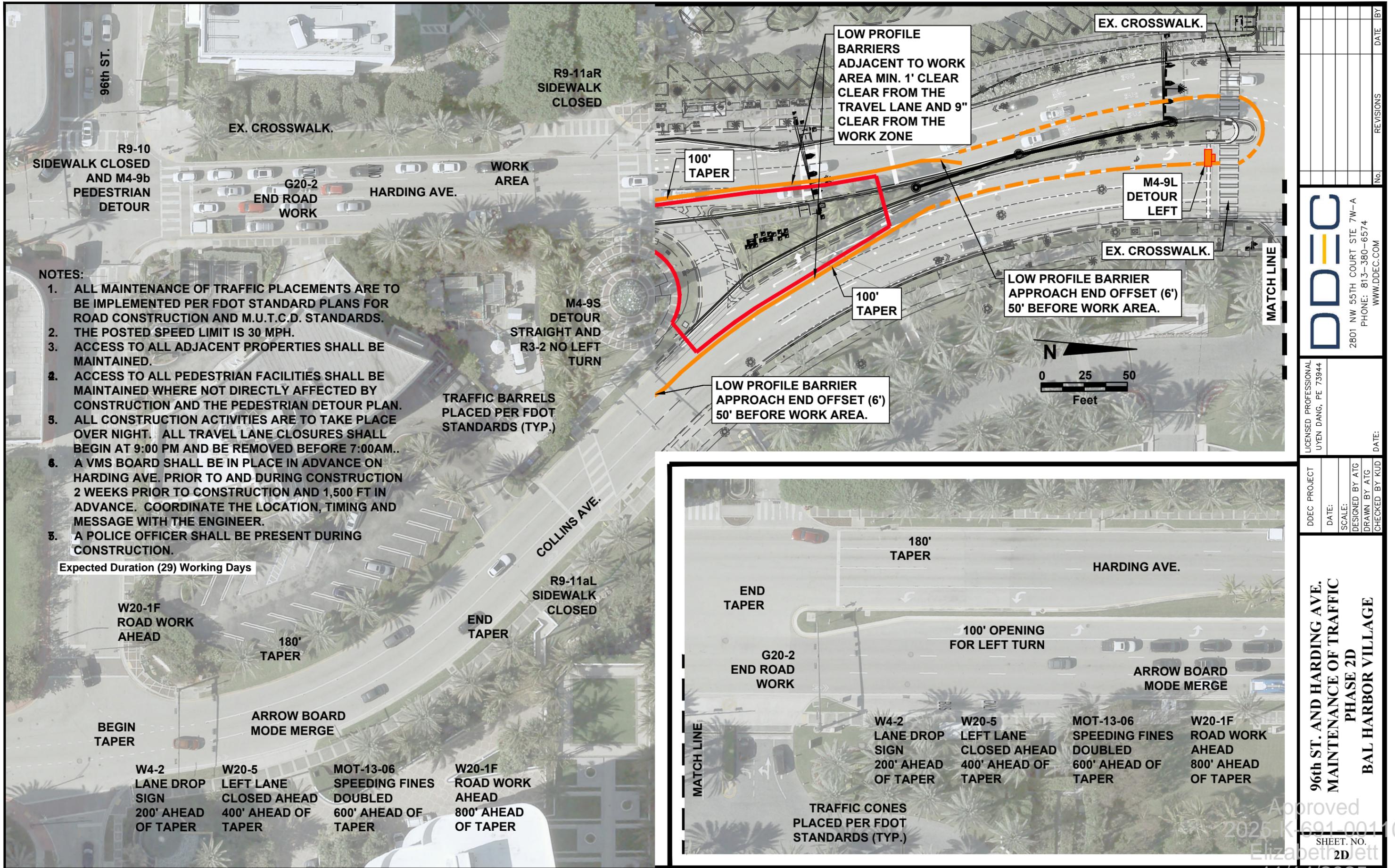
| No. | REVISIONS | DATE | BY |
|-----|-----------|------|----|
|     |           |      |    |

**DDEC**  
 2801 NW 55TH COURT STE 7W-A  
 PHONE: 813-380-6574  
 WWW.DDEC.COM

|  |                 |
|--|-----------------|
| LICENSED PROFESSIONAL<br>UYEN DANG, PE 73944 | DDEC PROJECT    |
| DATE:  | DESIGNED BY ATG |
| SCALE:                                       | DRAWN BY ATG    |
| CHECKED BY KUD                               | DATE:           |

**96th ST. AND HARDING AVE.  
 MAINTENANCE OF TRAFFIC  
 PHASE 2D  
 BAL HARBOR VILLAGE**

Approved  
 2025-K-691-001-10  
 Elizabeth J. Pett  
 SHEET NO. 20



**NOTES:**

1. ALL MAINTENANCE OF TRAFFIC PLACEMENTS ARE TO BE IMPLEMENTED PER FDOT STANDARD PLANS FOR ROAD CONSTRUCTION AND M.U.T.C.D. STANDARDS.
2. THE POSTED SPEED LIMIT IS 30 MPH.
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6. A VMS BOARD SHALL BE IN PLACE IN ADVANCE ON HARDING AVE. PRIOR TO AND DURING CONSTRUCTION 2 WEEKS PRIOR TO CONSTRUCTION AND 1,500 FT IN ADVANCE. COORDINATE THE LOCATION, TIMING AND MESSAGE WITH THE ENGINEER.
7. A POLICE OFFICER SHALL BE PRESENT DURING CONSTRUCTION.

Expected Duration (29) Working Days

|   |  |  |  |
|---|--|--|--|
| W4-2<br>LANE DROP<br>SIGN<br>200' AHEAD<br>OF TAPER | W20-5<br>LEFT LANE<br>CLOSED AHEAD<br>400' AHEAD OF<br>TAPER | MOT-13-06<br>SPEEDING FINES<br>DOUBLED<br>600' AHEAD OF<br>TAPER | W20-1F<br>ROAD WORK<br>AHEAD<br>800' AHEAD<br>OF TAPER |
|---|--|--|--|

|   |  |  |  |
|---|--|--|--|
| W4-2<br>LANE DROP<br>SIGN<br>200' AHEAD<br>OF TAPER | W20-5<br>LEFT LANE<br>CLOSED AHEAD<br>400' AHEAD OF<br>TAPER | MOT-13-06<br>SPEEDING FINES<br>DOUBLED<br>600' AHEAD OF<br>TAPER | W20-1F<br>ROAD WORK<br>AHEAD<br>800' AHEAD<br>OF TAPER |
|---|--|--|--|

|   |              |  |           |
|---|--------------|--|-----------|
| <b>DDEC</b>   |              | 2801 NW 55TH COURT STE 7W-A<br>PHONE: 813-380-6574<br>WWW.DDEC.COM |           |
| LICENSED PROFESSIONAL<br>UYEN DANG, PE 73944  | DDEC PROJECT | DATE:  | DATE:     |
|   |              | SCALE:<br>DESIGNED BY ATG<br>DRAWN BY ATG<br>CHECKED BY KUD        | REVISIONS |
| <b>96th ST. AND HARDING AVE.<br/>MAINTENANCE OF TRAFFIC<br/>PHASE 2D<br/>BAL HARBOR VILLAGE</b> |              |  |           |





# BAL HARBOUR

- V I L L A G E -

Recreation, Arts & Culture Department  
Council Meeting December 9, 2025



# Recreation, Arts & Culture Dept

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## *Mission*

To create and implement programs, activities, and events that elevate the quality of life for the residents of Bal Harbour, while also positioning the Village as a unique and cultural destination for visitors and guests.

# RECREATION DIVISION - CUSTOMER SERVICE

## *All Access Cards*

- Access to Park
- Access to Recreation Programming
- Access to Resident Benefits at Events
- Access to Museum Partnerships
- Future Benefits - 102 Beach Access

| <u>Age Range</u>  | <u># of Approved Cards</u> | <u>Change from July 2025</u> |
|-------------------|----------------------------|------------------------------|
| 0 - 11 years old  | 268 (10%)                  | +58                          |
| 12 - 17 years old | 110 (4.5%)                 | 0                            |
| 18 - 49 years old | 993 (38%)                  | +53                          |
| 50 - 59 years old | 329 (12%)                  | +34                          |
| 60+ years old     | 955 (37%)                  | +55                          |
| <b>Total</b>      | <b>2655*</b>               | <b>+200</b>                  |

\* As of December 1, 2025

# Bal Harbour Waterfront Park

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*Park Usage - Average 357 visitors per month*

| <u>Year</u> | <u>Month</u> | <u># of Park Visitors</u> |
|-------------|--------------|---------------------------|
| 2024        | June         | 374                       |
| 2024        | July         | 454                       |
| 2024        | August       | 338                       |
| 2024        | September    | 376                       |
| 2024        | October      | 399                       |
| 2024        | November     | 437                       |
| 2024        | December     | 451                       |
| 2025        | January      | 384                       |
| 2025        | February     | 325                       |

| <u>Year</u> | <u>Month</u> | <u># of Park Visitors</u> |
|-------------|--------------|---------------------------|
| 2025        | March        | 293                       |
| 2025        | April        | 356                       |
| 2025        | May          | 308                       |
| 2025        | June         | 286                       |
| 2025        | July         | 328                       |
| 2025        | August       | 354                       |
| 2025        | September    | 300                       |
| 2025        | October      | 320                       |
| 2025        | November     | 344                       |

# RECREATION DIVISION - PROGRAMMING

## *Recreation Programs*



| Age Group     | Fall 2024  | Winter 2025 | Spring 2025 | Summer 2025 | Fall 2025         |
|---------------|------------|-------------|-------------|-------------|-------------------|
| Youth (0-17)  | 50         | 37          | 37          | 5           | 158               |
| Adult (18-61) | 56         | 32          | 46          | 54          | 73                |
| Senior (62+)  | 101        | 158         | 136         | 62          | 172               |
| <b>Total</b>  | <b>207</b> | <b>227</b>  | <b>219</b>  | <b>121</b>  | <b>403 (↑95%)</b> |

# NEW PROGRAMS - TODDLERS



- Art & Sensory
- Tots Music



# NEW PROGRAMS - YOUTH

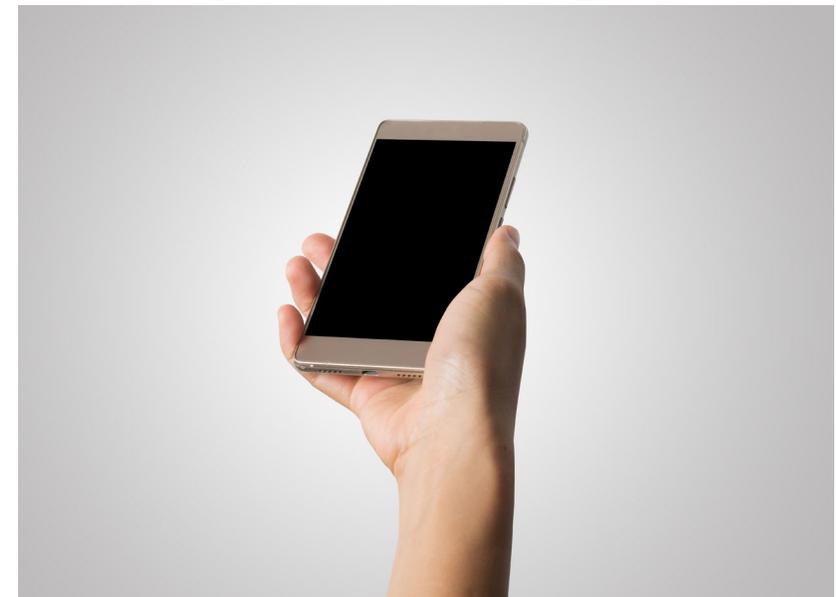
- Art for Youth
- Hip Hop Dance
- Pickleball Lessons
- STEM



# NEW PROGRAMS – ADULT/SENIOR

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- Pickleball Lessons
- Technology Class
- Walking Club

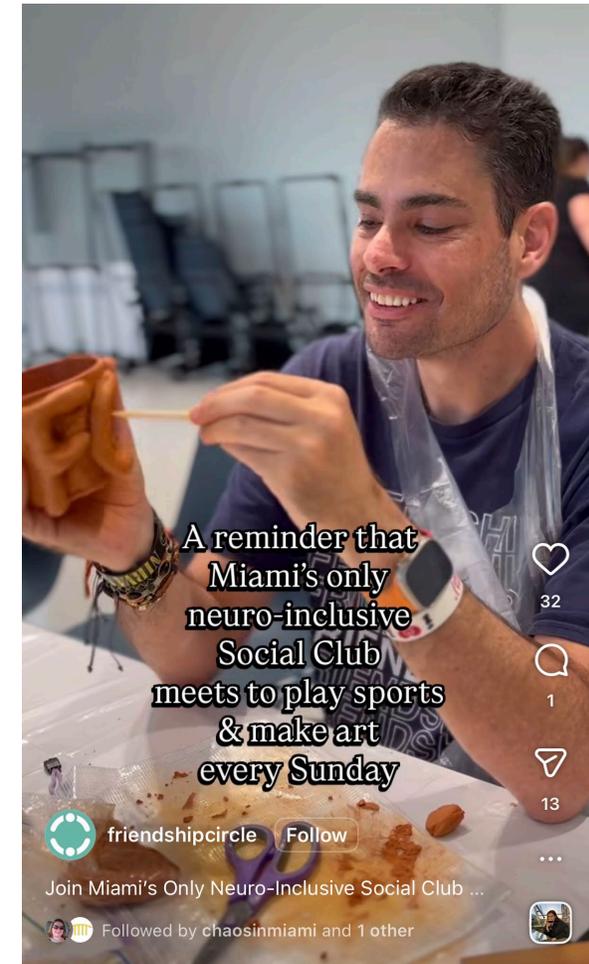


# RECREATION DIVISION - ACCESSIBILITY

## Friendship Circle Partnership

- Social Club for Adults
- Neuro-inclusive
- Volunteer opportunities for high school students
  
- July 24, hosted first event, Fairytale Formal
- Fall & Winter, offering two programs
  - Sundays, Art & Sports, 2 - 4 PM
  - Mondays, Zumba, 6:30 - 7:30 PM

50% discount for Bal Harbour residents on program fees.



# RECREATION DIVISION - FACILITY RENTALS

|                               | Rental Days | Other Uses | Total Usage Days |
|-------------------------------|-------------|------------|------------------|
| Quarter 1<br>(Oct - Dec)      | 13          | 4          | 17               |
| Quarter 2<br>(Jan - Mar)      | 6           | 4          | 10               |
| Quarter 3<br>(Apr - Jun)      | 4           | 2          | 6                |
| Quarter 4<br>(Jul - Sep)      | 11          | 1          | 12               |
| Quarter 1<br>(Oct - Dec 2025) | 7           | 4          | 11               |



# RECREATION, ARTS & CULTURE DIVISIONS

## *EVENTS*

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- **Monthly & Seasonal Programming** - To include Movie Nights, Concert Series, Museum Tours, and Full Moon Yoga.
- **Signature Events** - Fall Festival, Holiday Lighting, Spring Festival, and Independence Day Celebration.
- **Specialty Events** - Starstruck, Sunlit Palette, Unscripted Chats, Art Basel/Miami Art Week, and Fleurs de Villes activations.

# EVENTS - Q4

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|              |   |
|--------------|---|
| August 7     | Splash Into Fall                                |
| August 9     | Full Moon Yoga                                  |
| August 14    | Blood Drive at Village Hall                     |
| September 7  | Full Moon Yoga                                  |
| September 9  | <i>Unscripted</i> Culinary Chat ft. Chef Ruhama |
| September 20 | Beach Clean Up with Volunteer.org               |
| September 25 | <i>Unscripted</i> Art Tour ft. The Bass         |
| September 30 | Mobile Driver Licensing Unit                    |

# EVENTS - Q1

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|            |  |
|------------|--|
| October 5  | Full Moon Yoga   |
| October 9  | Beyond Bal Harbour - The Wiz                               |
| October 16 | Blood Drive at Village Hall                                |
| October 18 | Movie on the Beach - How to Train Your Dragon              |
| October 25 | The Market at Bal Harbour returns (4 <sup>th</sup> Season) |
| October 25 | Unscripted Art Tour ft. Frost Art Museum                   |
| October 26 | Fall Festival  |
| November 5 | Full Moon Yoga   |

# EVENTS - Q1 (Cont'd)

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|                             |   |
|-----------------------------|---|
| November 9                  | Bespoke Series: The Painted Plate   |
| November 20                 | Holiday Lighting Celebration  |
| November 30 -<br>December 7 | Unscripted Bal Harbour Miami Art Week<br>(4 Fairs, 2 Installations, 6 Special Events) |
| December 4                  | Full Moon Yoga with St. Regis   |
| December 23                 | Sunlit Palette with MOCA  |
| December 27                 | Starstruck: A Night at the Park   |
| December 31                 | NYE Fireworks at Midnight   |
| January 1                   | New Year's Day Concert  |

# RECREATION, ARTS & CULTURE DIVISIONS

## COMMUNICATIONS

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- **Printed Collateral** - Flyers, A-Frames, posters, and palm cards
- **Email** - Constant Contact, Email Distribution System (3,500 contacts)
- **Website** - Over 100 pages published, in addition to event calendar listings, community news posts, and photo gallery
- **Social Media** - Instagram, Facebook, X
- **Text Notification - (Wireless Emergency Notification System)** - emergency notification system for employees, businesses, and residents (approximately 2,000 contacts)
- **Hurricane Season** - Planning, preparedness, activations, and recovery efforts for each season. All communications (WENS alerts, emails, website notifications, etc.).
- **Special Projects** - Beach Renourishment, Florida Department of Transportation Roadway Impacts, etc.
- **Community Outreach**
  - Meet & Greets
  - Bi-monthly Meetings with Condo/Hotel Property Managers

# COMMUNICATIONS

*Website (December 2024 - November 2025)*

## Popular pages

|     | Page path  | Views ▾        |
|-----|--|----------------|
| 1.  | /  | 27,614         |
| 2.  | /doing-business/building-permits/                            | 11,456         |
| 3.  | /events/   | 9,853          |
| 4.  | /departments/recreation-arts-culture/recreation-programs/    | 5,400          |
| 5.  | /departments/building/                                       | 4,809          |
| 6.  | /departments/recreation-arts-culture/bal-harbour-waterfro... | 4,205          |
| 7.  | /departments/human-resources/employment-opportunities/       | 3,390          |
| 8.  | /departments/human-resources/                                | 3,290          |
| 9.  | /government/village-clerk/minutes-and-agendas/               | 3,198          |
| 10. | /departments/recreation-arts-culture/                        | 3,152          |
|     | <b>Grand total</b>   | <b>167,224</b> |

# COMMUNICATIONS

## *Social Media (December 2024 - November 2025)*

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- Audience Total - 3,287
  - 33% increase from same period last year
- Audience Growth - 824
  - 38% increase from same period last year
- Impressions - 217,768
  - 39.9% increase from same period last year

# COMMUNICATIONS

## *Email Distribution System (last 12 months)*



- Total Email Campaigns - 174
- Sends - 423,394
- Opens - 191,296 (52%)
  - Increase of 2% from previous 12 months
  - 16% higher than industry average
- Clicks - 7,694 (2%)
  - Matches industry average

# RECREATION, ARTS & CULTURE

## *Highlights*

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- Launched employee recognition program, GEM of the Quarter, awarded to that employee who is recognized for **G**oing the **E**xtra **M**ile to represent the department and the Village. Summer 2025 GEM was Harry Francois.
- Initiated local opportunities for blood donations with One Blood Mobile drives.
- Initiated local access to licensing needs, with Mobile Licensing Unit in partnership with the Tax Collectors office.
- Initiated a fall open house event, to introduce residents to programs and activities available through the Village and the instructors who teach the classes, with our Splash Into Fall event.
- Launched partnership with Friendship Circle to host inclusive programming at the Bal Harbour Waterfront park with a neuro-inclusive social club for adults.
- Relaunched excursions with Beyond Bal Harbour, providing opportunities for residents and guests to explore events and venues throughout South Florida conveniently with transportation and guide.

# RECREATION, ARTS & CULTURE

## *Highlights*

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- Launched a quarterly crafting program for all ages, The Bespoke Series. First event was The Painted Plate which was sold out and well received. Next installment will be in February with perfume making.
- Expanded event programming to host two Culinary Chats, one in February with Adeena Sussman and another in September with Ruhama Shitrit. Both events were sold out and well-received.
- Coffee Machine installed in lobby for everyone's enjoyment.
- Family Restroom on first floor converted to manual fixtures
- Fitness equipment for topaz room approved and ordered (to be installed by February)
- Additional park furniture, seating and tables, approved and ordered ( ETA in February)



# BAL HARBOUR

- VILLAGE -

RECREATION, ARTS & CULTURE DEPARTMENT

[balharbourfl.gov](http://balharbourfl.gov) | 305.993.7444 | [communications@balharbourfl.gov](mailto:communications@balharbourfl.gov)



# TOURISM AND RESORT TAX OVERVIEW

FY 2024-2025  
October 2024 – September 2025

BAL  
HARBOUR  
- VILLAGE -

# BAL HARBOUR EXPERIENCE

## Beautiful Environment

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Fusing casual elegance with tranquil coastal living presented through the lens of secluded beaches, lush landscaping, serene public spaces, well detailed sidewalks and rights of way, and jogging paths incorporated into the native environment. These signature amenities reflect the maintenance standards the community expects, and sets the tone which visitors will immediately recognize upon arriving in Bal Harbour, and long to return to once gone.

## Unique & Elegant

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Residents and guests balance sun and sea drenched escapes with our curated events designed for discerning connoisseurs of all ages. Creative public art features, our acclaimed Museum Access Program featuring curated tours, culinary festivals, movies under the stars, and excursions to limited engagement events set our enclave apart in delivering a tranquil and refined lifestyle.

## Destination & Amenities

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Elevated experiences and unhurried bliss are the distinctive hallmarks of our Village delivered through exquisite luxury hotels, inspiring culinary selections, and celebrated high-end boutiques and shopping. A waterfront park and iconic Jetty will soon add to the lure of our breathtaking setting.

## Safety

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Anchored by our focus on a Community Policing model, where our officers are staffed, trained and motivated to provide excellent service and safety to our residents and guests in a pleasant, engaging, and friendly manner. The visible presence of our officers, investment in state-of-the-art technology and incorporation of innovative policing strategies ensure that our community remains safe at all times, as well as a recognized leader and model in public safety.

# RESORT TAX BUDGET

## FISCAL YEAR 2025

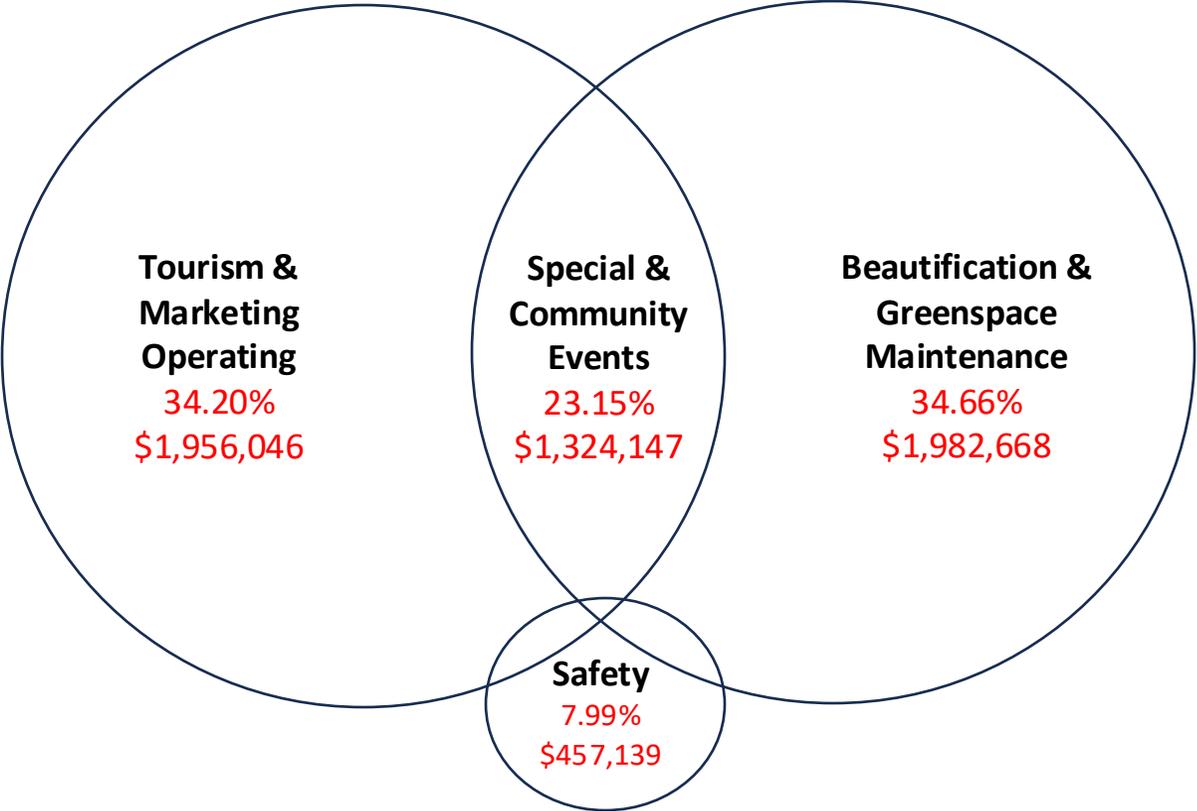
Bal Harbour Resort Tax

Budget FY 2024-2025

(October 1, 2024 – September 30, 2025)

Position Bal Harbour Village as a premier luxury and lifestyle destination worldwide, and contribute to the Bal Harbour Experience by focusing on:

- **Strengthening Brand Awareness and Demand**
  - Generate PR and Media-worthy activations
  - Establish and annualize programs and events
- **Generating Business for our Partners**
  - Cultivate, Nurture and Expand key relationships
- **Preserving Beautification and Safety**
  - Ensure a luxury quality experience for visitors and residents



Total = \$5,720,000

# Resort Tax Collections

| Monthly Resort Tax Revenues FY 2017 - 2025 |                  |                  |                  |                  |                  |                  |                           |                          |
|--|------------------|------------------|------------------|------------------|------------------|------------------|---------------------------|--------------------------|
| REVENUE                                    | FY20             | FY21             | FY22             | FY23             | FY24             | FY25             | \$ Change<br>FY24 to FY25 | % Change<br>FY24 to FY25 |
| October                                    | 245,321          | 194,121          | 337,746          | 387,400          | 364,360          | 406,130          | 41,770                    | 11%                      |
| November                                   | 330,479          | 233,174          | 461,760          | 465,561          | 465,312          | 472,034          | 6,722                     | 1%                       |
| December                                   | 580,196          | 432,757          | 742,433          | 667,331          | 709,829          | 678,247          | (31,582)                  | -4%                      |
| January                                    | 508,538          | 454,324          | 640,444          | 657,196          | 662,090          | 697,594          | 35,504                    | 5%                       |
| February                                   | 512,148          | 472,196          | 715,657          | 689,437          | 676,200          | 687,220          | 11,019                    | 2%                       |
| March                                      | 175,008          | 671,474          | 712,179          | 687,425          | 713,935          | 696,331          | (17,604)                  | -2%                      |
| April                                      | 10,651           | 581,267          | 623,752          | 586,107          | 553,090          | 576,311          | 23,221                    | 4%                       |
| May  | 28,677           | 474,867          | 472,590          | 466,834          | 473,301          | 476,594          | 3,293                     | 1%                       |
| June                                       | 86,726           | 410,188          | 349,474          | 317,714          | 308,529          | 361,091          | 52,562                    | 17%                      |
| July                                       | 90,509           | 371,382          | 351,941          | 411,805          | 394,514          | 403,395          | 8,881                     | 2%                       |
| August                                     | 106,809          | 275,196          | 315,996          | 321,222          | 298,731          | 339,735          | 41,004                    | 14%                      |
| September                                  | 131,055          | 247,088          | 246,404          | 279,588          | 254,263          | 214,300          | (39,963)                  | -16%                     |
| <b>FY Total</b>                            | <b>2,806,119</b> | <b>4,818,033</b> | <b>5,970,374</b> | <b>5,937,622</b> | <b>5,874,154</b> | <b>6,008,981</b> | <b>134,827</b>            | <b>2%</b>                |

Record High

Second Highest

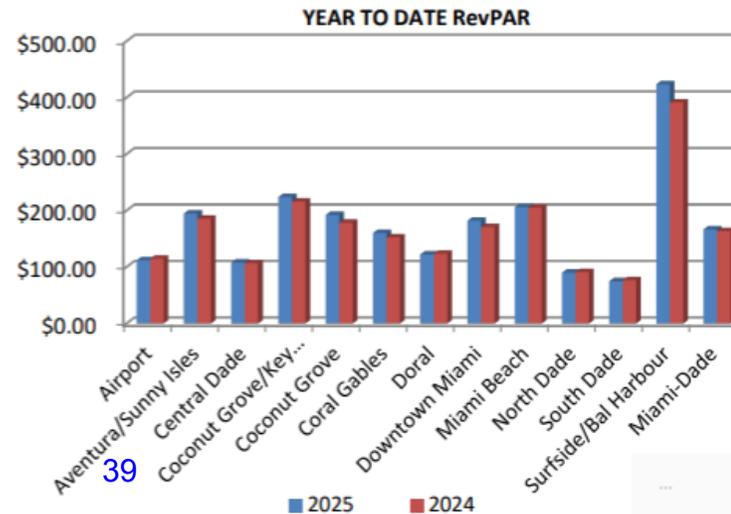
# Resort Tax Collections



# GREATER MIAMI CONVENTION AND VISITORS BUREAU

## MIAMI-DADE RevPAR BY REGION

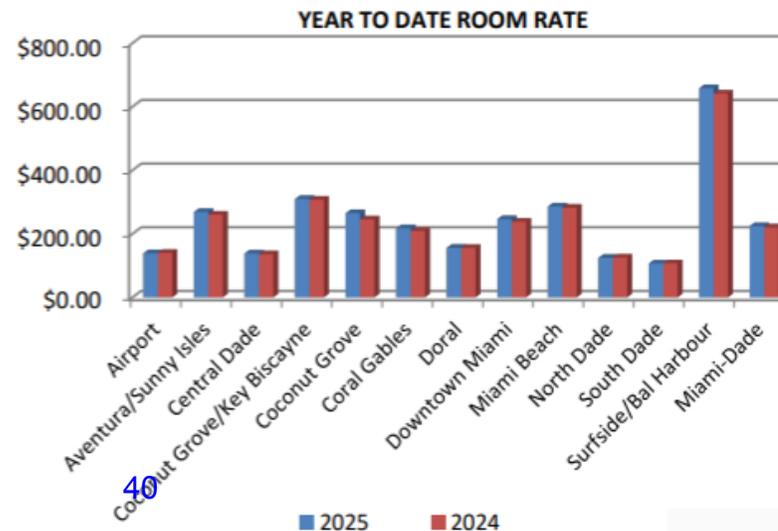
|                             | <u>2025</u>     | <u>2024</u>     | <u>% Change<br/>25 vs 24</u> |
|-----------------------------|-----------------|-----------------|------------------------------|
| Airport                     | \$111.89        | \$114.65        | -2.4%                        |
| Aventura/Sunny Isles        | \$194.65        | \$185.39        | 5.0%                         |
| Central Dade                | \$107.85        | \$106.67        | 1.1%                         |
| Coconut Grove/Key Biscayne  | \$223.77        | \$215.80        | 3.7%                         |
| Coconut Grove               | \$192.08        | \$178.21        | 7.8%                         |
| Coral Gables                | \$160.15        | \$152.20        | 5.2%                         |
| Doral                       | \$122.10        | \$123.33        | -1.0%                        |
| Downtown Miami              | \$181.94        | \$170.53        | 6.7%                         |
| Miami Beach                 | \$206.12        | \$205.13        | 0.5%                         |
| North Dade                  | \$89.86         | \$90.78         | -1.0%                        |
| South Dade                  | \$74.61         | \$76.42         | -2.4%                        |
| <b>Surfside/Bal Harbour</b> | <b>\$423.40</b> | <b>\$391.28</b> | <b>8.2%</b>                  |
| Miami-Dade                  | \$166.40        | \$163.33        | 1.9%                         |



# GREATER MIAMI CONVENTION AND VISITORS BUREAU

## MIAMI-DADE ROOM RATE BY REGION

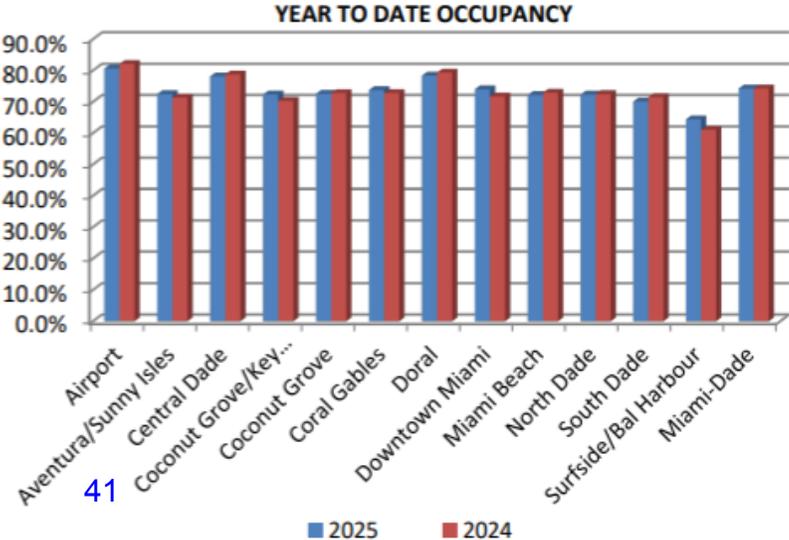
|                             | <u>2025</u>     | <u>2024</u>     | <u>% Change<br/>25 vs 24</u> |
|-----------------------------|-----------------|-----------------|------------------------------|
| Airport                     | \$138.76        | \$139.74        | -0.7%                        |
| Aventura/Sunny Isles        | \$268.70        | \$259.91        | 3.4%                         |
| Central Dade                | \$138.11        | \$135.55        | 1.9%                         |
| Coconut Grove/Key Biscayne  | \$309.49        | \$307.04        | 0.8%                         |
| Coconut Grove               | \$264.75        | \$244.94        | 8.1%                         |
| Coral Gables                | \$217.20        | \$209.15        | 3.8%                         |
| Doral                       | \$155.91        | \$155.54        | 0.2%                         |
| Downtown Miami              | \$245.95        | \$237.94        | 3.4%                         |
| Miami Beach                 | \$285.71        | \$281.54        | 1.5%                         |
| North Dade                  | \$124.34        | \$125.28        | -0.8%                        |
| South Dade                  | \$106.46        | \$106.90        | -0.4%                        |
| <b>Surfside/Bal Harbour</b> | <b>\$657.80</b> | <b>\$641.01</b> | <b>2.6%</b>                  |
| Miami-Dade                  | \$224.19        | \$219.98        | 1.9%                         |



# GREATER MIAMI CONVENTION AND VISITORS BUREAU

## MIAMI-DADE OCCUPANCY BY REGION

|                             | <u>2025</u>  | <u>2024</u>  | <u>% Change</u><br><u>25 vs 24</u> |
|-----------------------------|--------------|--------------|------------------------------------|
| Airport                     | 80.6%        | 82.0%        | -1.7%                              |
| Aventura/Sunny Isles        | 72.4%        | 71.3%        | 1.6%                               |
| Central Dade                | 78.1%        | 78.7%        | -0.8%                              |
| Coconut Grove/Key Biscayne  | 72.3%        | 70.3%        | 2.9%                               |
| Coconut Grove               | 72.6%        | 72.8%        | -0.3%                              |
| Coral Gables                | 73.7%        | 72.8%        | 1.3%                               |
| Doral                       | 78.3%        | 79.3%        | -1.2%                              |
| Downtown Miami              | 74.0%        | 71.7%        | 3.2%                               |
| Miami Beach                 | 72.1%        | 72.9%        | -1.0%                              |
| North Dade                  | 72.3%        | 72.5%        | -0.3%                              |
| South Dade                  | 70.1%        | 71.5%        | -2.0%                              |
| <b>Surfside/Bal Harbour</b> | <b>64.4%</b> | <b>61.0%</b> | <b>5.4%</b>                        |
| Miami-Dade                  | 74.2%        | 74.2%        | 0.0%                               |



# Strategic Plan Updates

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- Tourism Partnerships
  - Sister Cities
  - Ongoing Partnership with the GMCVB on UK & France
- Tourism Operations & Marketing
  - Enhanced digital marketing campaign
  - Focus on new key markets
- Experiential Facilitation + Development
  - Hotel GM's, Marketing Reps engagement
- Data Analytics
  - Contract with Tourism Economics
- Event Facilitation + Development
  - Update on events in Bal Harbour Village

# Fam Trips in 2025

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- Argentina: July 8 - July 12
- Brazil: July 15 – July 19
- Mexico: August 4 - August 7
- UK: Nov 21 – Nov 24 in partnership with GMCVB

# BAL HARBOUR TOURISM WEBSITE

## Website

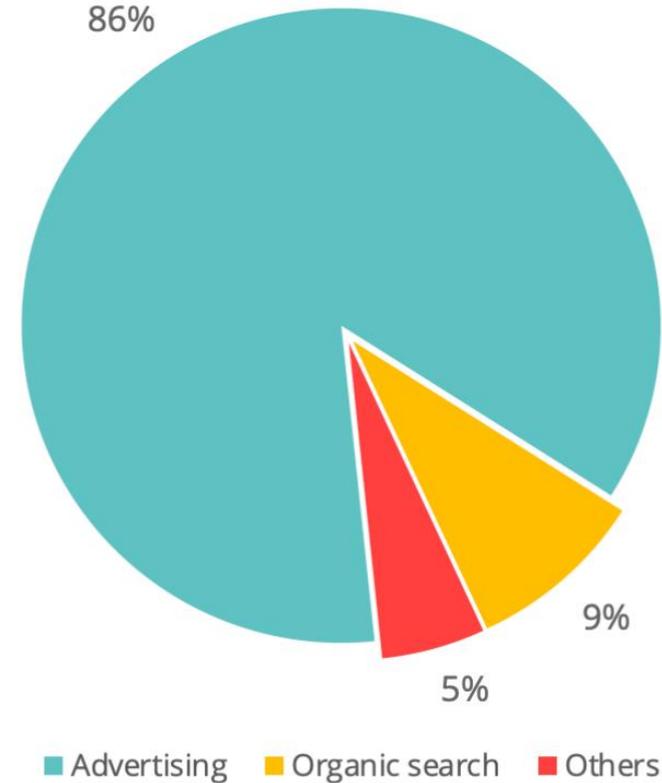
### Activity indicators

Total users  
656,380  
↑ 405,286

Sessions  
855,182  
↑ 561,189

Views  
1,157,022  
↑ 722,410

Website user sources



# SOCIAL MEDIA

## Social media

Following, engagements summary, and top performing posts

Followers

145,296

↑ 84.6%

Likes

231,711

↑ 27.8%

Comments

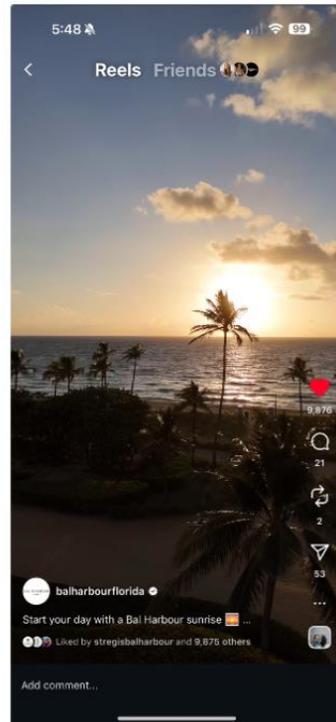
2,322

↑ 10.2%

Views

19,879,123

↑ 1.7%



**Views:** 1,976,334

**Likes:** 9,895



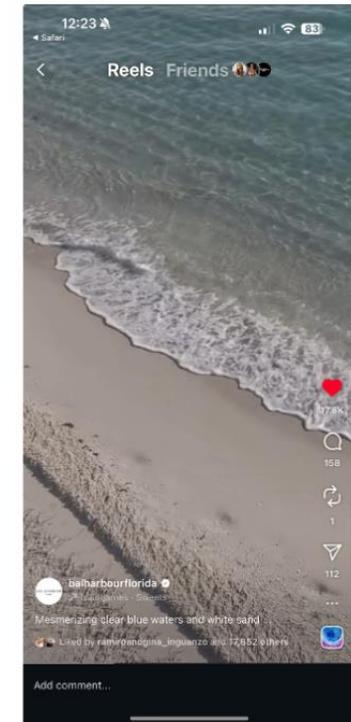
**Views:** 914,988

**Likes:** 7,534



**Views:** 1,556,621

**Likes:** 11,312



**Views:** 700,301

**Likes:** 17,838

# ADVERTISING

Performance summary and a sampling of popular ads

Clicks  
1,172,391

Impressions  
31,770,478

The image displays a variety of mobile advertisements for Bal Harbour, presented on different device screens. The ads include:

- Sponsored Search Results:** Multiple instances of sponsored ads for Bal Harbour, featuring images of beachfront hotels and text such as "Oceanfront Resorts: Miami FL - Bal Harbour Beachfront Hotels" and "Seaside Bal Harbour Stays - Stunning Views in Bal Harbour".
- Social Media Posts:** A YouTube video titled "Séjour Hôtelier de Luxe à Miami" and a Facebook post with a beach scene and the text "Reserve Agora".
- Video Ads:** A video ad for "Haute Bal Harbour Cuisine - Famous Restaurants in Miami" showing a gourmet dish.
- Other Ad Formats:** A "Hello Pleasure Seekers" ad with a beach scene, a "Miami 5 Star Luxe Resort & Spa" ad, and a "Bal Harbour vous attend" video ad.

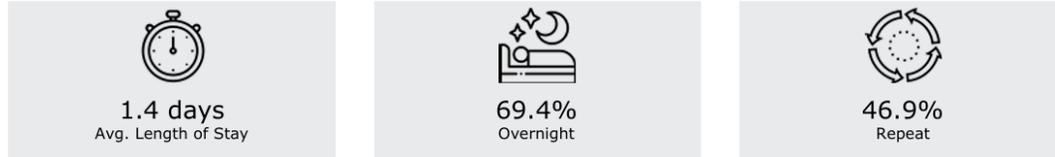
# VISITATION TRENDS

BAL HARBOUR  
- MIAMI -

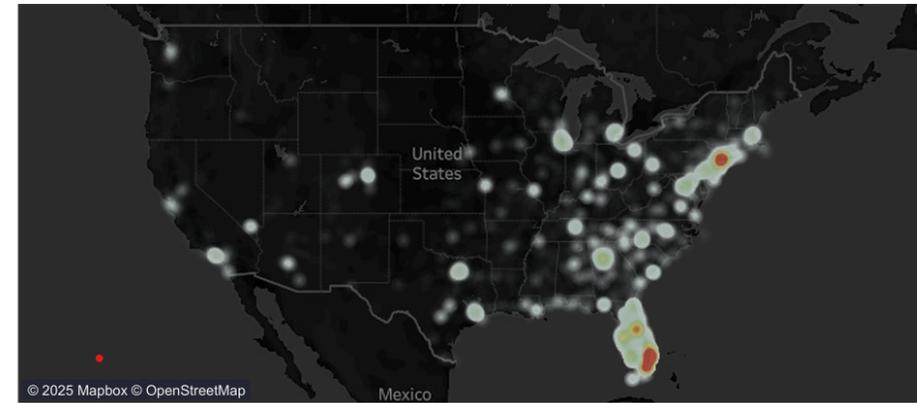
## Domestic Visitors

Start Date: October 01, 2024 | End Date: September 30, 2025 | Trip Type: All | Weekend/Weekday Trips: All | Show Top Origin/POI: 15

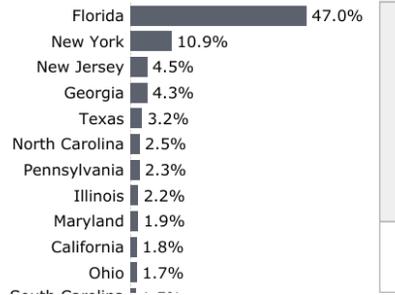
Sample Size: 13,619



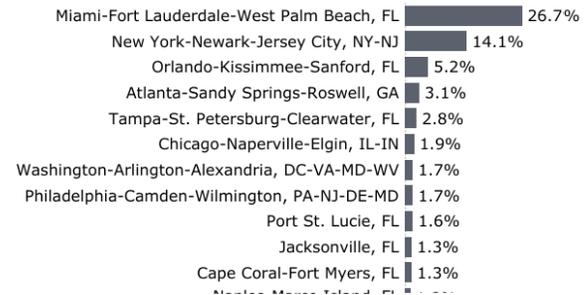
US Mainland Origin Heat Map



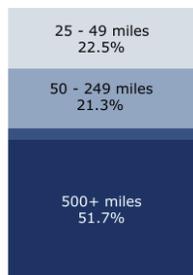
Top Visitor Origin States  
% Share of Trips



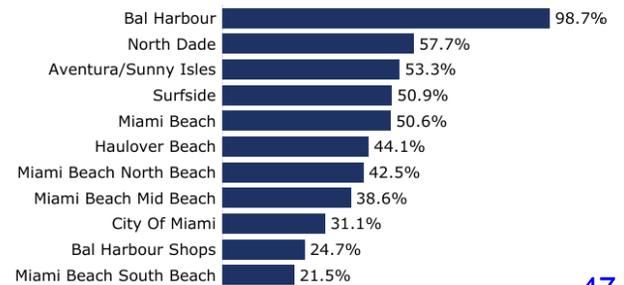
Top Visitor Origin MSAs  
% Share of Trips



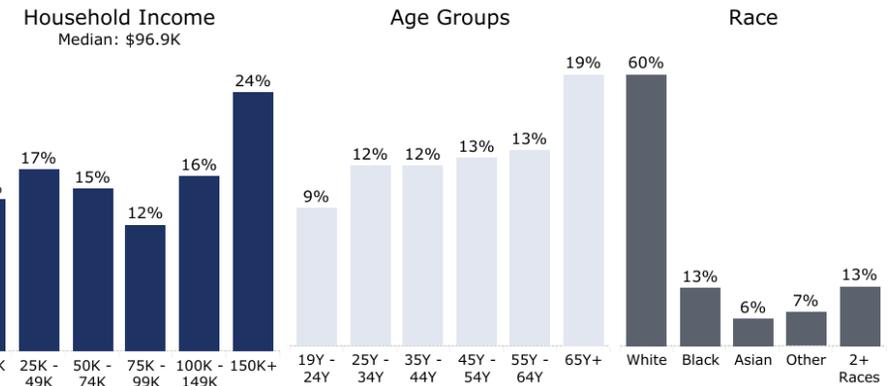
Distance Share  
% Share of Trips



Top POIs Visited  
% Share of Trips



Demographic Estimates



# VISITATION TRENDS

## International Visitors

BAL HARBOUR  
- MIAMI -

Start Date  
October 01, 2024

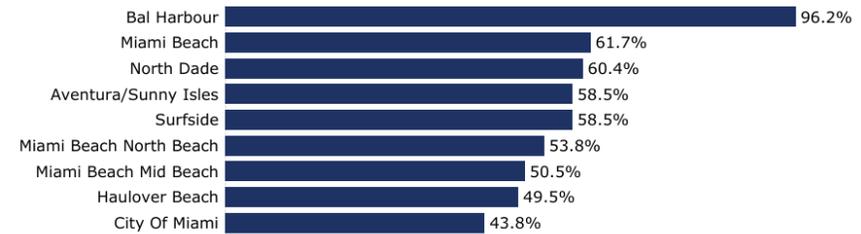
End Date  
September 30, 2025

Sample Size: 639

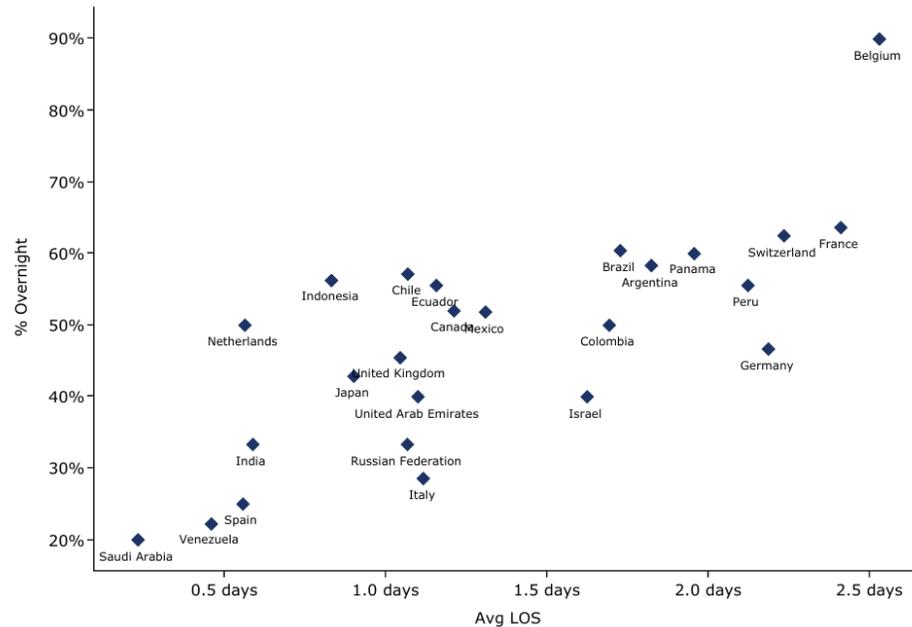


### Top POIs Visited

% Share of International Visitors

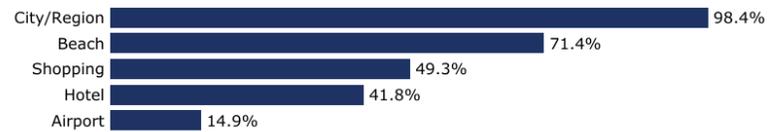


### Origin Market by Length of Stay & Share of Overnight Visits

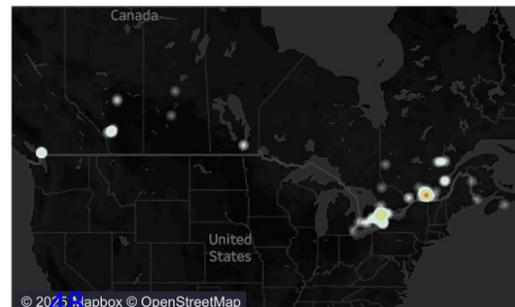


### Top POI Categories Visited

% Share of International Visitors



### Canada Origin Heat Map



### Mexico Origin Heat Map



# VISITATION TRENDS

## Trends

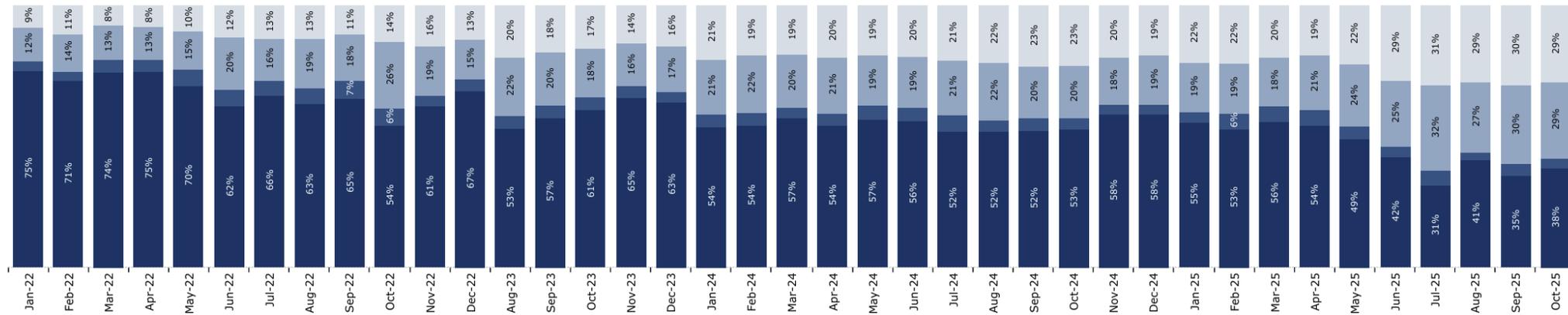
BAL HARBOUR  
- MIAMI -

State Filter  
All

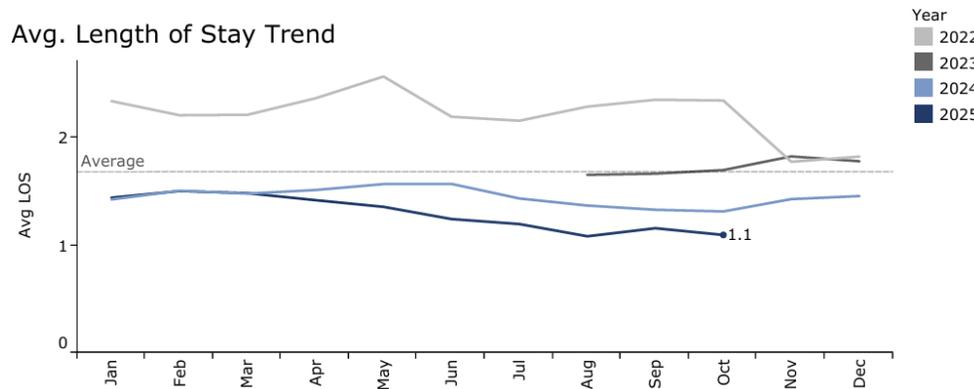
25 - 49 miles    50 - 249 miles    250 - 499 miles    500+ miles

Sample Size: 73,811

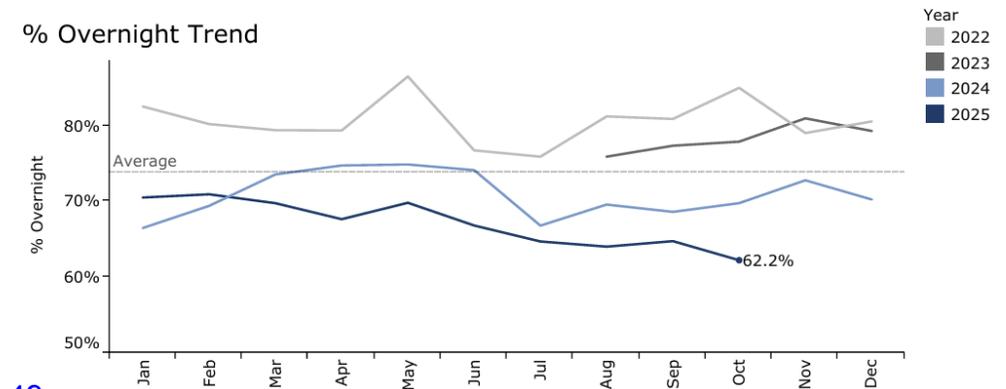
Distance Share Trend



Avg. Length of Stay Trend



% Overnight Trend



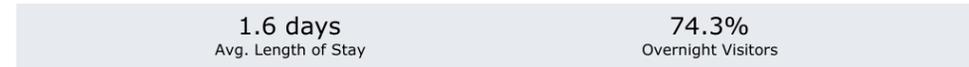
# VISITATION TRENDS

## Comparative Insights

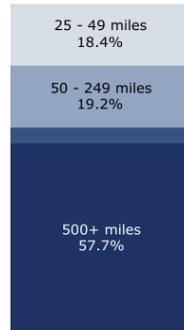
BAL HARBOUR  
- MIAMI -

Start Date: October 01, 2023  
End Date: September 30, 2024

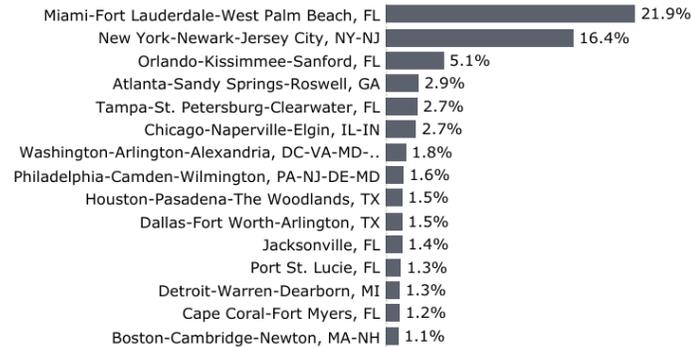
Time Period : October 01, 2023 to September 30, 2024



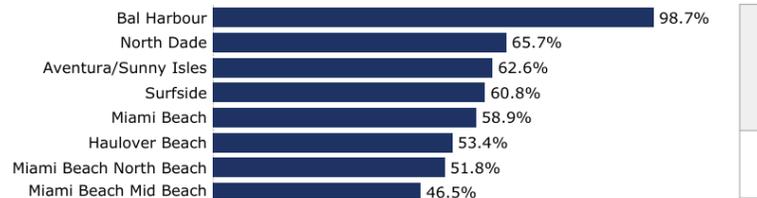
### Distance Share % Share of Trips



### Top Visitor Origin MSAs % Share of Trips



### Top POIs Visited % Share of Trips

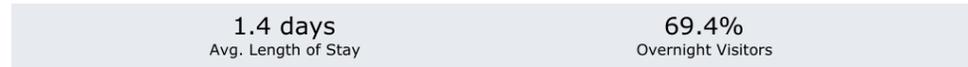


Sample Size: 34,870

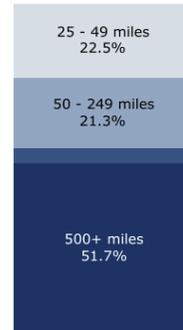
50

Comp Start Date: October 01, 2024  
Comp End Date: September 30, 2025

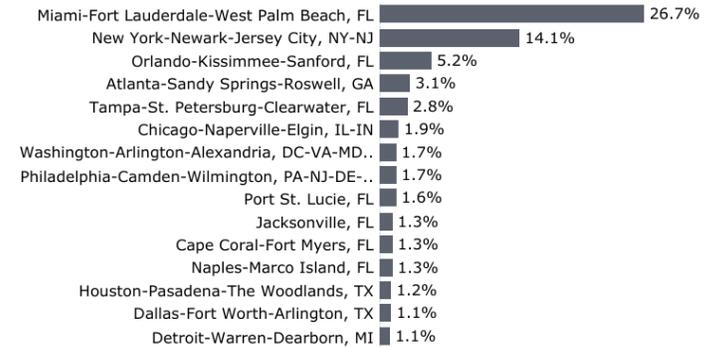
Comparison Time Period : October 01, 2024 to September 30, 2025



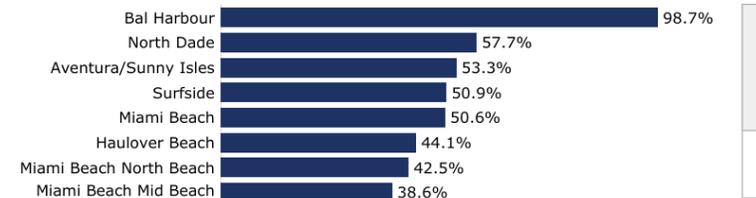
### Distance Share % Share of Trips



### Top Visitor Origin MSAs % Share of Trips



### Top POIs Visited % Share of Trips



Sample Size: 13,619

# TOP HITS MEDIA COVERAGE

## Robb Report Brasil

ESTILO E TENDÊNCIAS

### Bal Harbour-Miami Summit: líderes projetam o futuro de um destino que encanta brasileiros

Encontro na Casa LIDE reuniu líderes para discutir turismo, lifestyle e mercado imobiliário em Bal Harbour, destino de luxo no norte de Miami Beach cada vez mais procurado por brasileiros.

por **ROBB REPORT BRASIL** | fotos **EVANDRO MACEDO**  
13 de agosto de 2025



51



## TRAVEL+LEISURE EN ESPAÑOL

DESTINOS > AMÉRICA

### Cuatro hoteles para hospedarse en Bal Harbour, Miami

Explora cuatro hoteles en Bal Harbour, Miami, perfectos para quienes buscan comodidad, servicio premium y cercanía a las mejores playas

Por **Mariana García** | Publicado el 12 de octubre de 2024



Lujo y sofisticación. **Bal Harbour** es un rincón exclusivo en el norte de **Miami Beach**, conocido por su ambiente refinado y su estilo inigualable de vida frente al mar. Este destino combina a la perfección playas de arena blanca, boutiques de alta costura y una oferta culinaria de clase mundial, convirtiéndolo en un lugar privilegiado para quienes buscan lo mejor en cuanto a exclusividad y elegancia.

18

# PUBLIC RELATIONS BRAZIL

- Click [Here](#) to Access Full Report

| Category                       | Brazil      |
|--------------------------------|-------------|
| Print Circulation - Reach      | 192,240     |
| Number of Printed Publications | 6           |
| Print Ad Value                 | \$35,966.67 |

|                                   |              |
|-----------------------------------|--------------|
| Number of Online Publications     | 86           |
| Online Publications - Impressions | 14,734,567   |
| Online Ad Value                   | \$604,512.59 |

|  |            |
|--|------------|
| Number of Social Media Posts & Stories | 88         |
| Social Media - Reach                   | 32,915,682 |

|                |            |
|----------------|------------|
| Total Ad Value | \$642,154  |
| Total Reach    | 47,650,249 |

# PUBLIC RELATIONS BRAZIL

## Forbes

### Bal Harbour se Prepara para a Copa do Mundo 2026 de Olho no Turista Brasileiro

Epícentro do luxo em Miami, destino tem Brasil como principal mercado estrangeiro e aposta em novidades e na proximidade com o estádio para atrair visitantes durante a Copa

**F** Giovanna Simonetti | 16/08/2025 | Atualizado há 2 meses



## VIA G

TURISMO E DIVERSIDADE



**53**

**REFÚGIO DE LUXO NO SUL DA FLÓRIDA**

Por **DEBORA FRASSI**

Localizado no norte do Miami Beach, Bal Harbour tem se tornado um dos destinos mais desejados para turistas brasileiros que buscam um refúgio de luxo no sul da Flórida. Com suas praias de areia branca, hotéis de luxo e infraestrutura de ponta, a região atrai cada vez mais visitantes brasileiros em busca de um momento de relaxamento e lazer. Segundo dados da Associação Brasileira de Imobiliários (ABRIMOB), o Brasil se tornou o principal mercado estrangeiro para o setor imobiliário de luxo em Miami, com um crescimento de 15% em vendas de imóveis acima de US\$ 1 milhão no primeiro trimestre de 2025.

**DEBORA FRASSI**

De acordo com a Associação Brasileira de Imobiliários (ABRIMOB), o Brasil se tornou o principal mercado estrangeiro para o setor imobiliário de luxo em Miami, com um crescimento de 15% em vendas de imóveis acima de US\$ 1 milhão no primeiro trimestre de 2025.

**Bal Harbour**

## Robb Report

Brasil

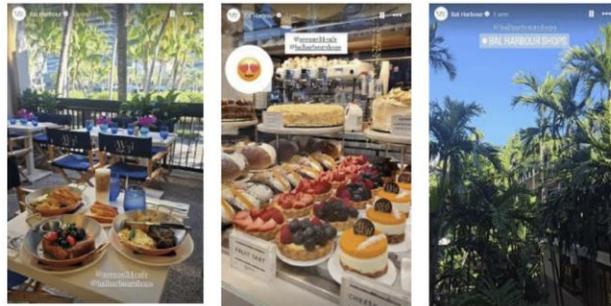
ESTILO E TENDÊNCIAS

### Bal Harbour-Miami Summit: líderes projetam o futuro de um destino que encanta brasileiros

Encontro na Casa LIDE reuniu líderes para discutir turismo, lifestyle e mercado imobiliário em Bal Harbour, destino de luxo no norte de Miami Beach cada vez mais procurado por brasileiros.

por **ROBB REPORT BRASIL** | fotos **EVANDRO MACEDO**

13 de agosto de 2025



# PUBLIC RELATIONS ARGENTINA

- Access Full Report for [Online & Printed Publications](#)

| Category                               | Argentina   |
|--|-------------|
| Print Circulation - Reach              | 1,739,000   |
| Number of Printed Publications         | 11          |
| Print Ad Value                         | \$161,800   |
| Number of Online Publications          | 92          |
| Online Publications - Impressions      | 550,530,427 |
| Online Ad Value                        | \$1,169,246 |
| Number of Social Media Posts & Stories | 239         |
| Social Media - Reach                   | 21,910,996  |
| Total Ad Value                         | \$1,169,246 |
| Total Reach                            | 550,530,427 |

# PUBLIC RELATIONS ARGENTINA



## À la table en Bal Harbour

En exclusiva desde el Miami en julio se abren por un lado de la zona y comparten una experiencia por ser un área para los amantes de la buena comida. Con una gran variedad de restaurantes, desde propuestas informales hasta experiencias de alta cocina, Bal Harbour se consolida como un polo gastronómico de referencia para locales y turistas que buscan un destino de alto nivel con un ambiente paradisíaco. Resaltando de manera especial y con una gran variedad, los restaurantes de Bal Harbour combinan la mejor de la cocina japonesa contemporánea hasta platos tradicionales y mediterráneos, cada propuesta ofrece una experiencia inolvidable para los visitantes. A continuación, se presentan algunos de los restaurantes que no se pueden perder en su próxima visita a esta zona de Miami.

**ESTE DESTINO TAMBIÉN ES FAMOSO POR SU VARIADA Y ESQUISITA OFERTA GASTRONÓMICA QUE LOGRA SATISFACER A LOS PALADARES MÁS EXIGENTES. DESDE COCINA JAPONESA HASTA MEDITERRANEA, CADA RESTAURANTE OFERCE UNA EXPERIENCIA ÚNICA.**



FOTO: CLARA BALLESTER

**ALTA COCINA JAPONESA CON UN TOQUE MODERNO**  
 Desde el lugar perfecto para quienes buscan una experiencia gourmet en Miami. Este restaurante, ubicado en el corazón de Bal Harbour, ofrece la elegancia del diseño contemporáneo con la tradición de la cocina japonesa. Su menú incluye sushi, sashimi y platos que combinan influencias globales, junto a una selección de sake y vino cuidadosamente elegidos. Es el sitio perfecto para disfrutar de la sofisticación japonesa en un ambiente relajado.

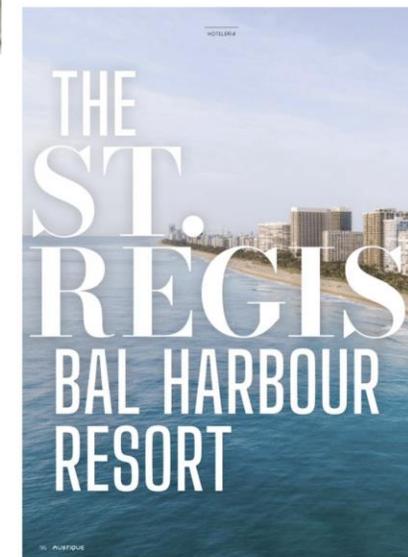
**UN VIAJE A LOS CAFÉS PARISINOS**  
 Le día se comienza a la cita y el espacio de los balcones franceses, concebido al estilo de los París y la Trocadero. Es un acogedor ambiente, con un concepto que combina el encanto de los platos tradicionales franceses y deliciosos mediterráneos. Es el sitio perfecto para disfrutar de la sofisticación japonesa en un ambiente relajado.



**EXPERIENCIAS**  
**LA DISRUPTIVA CAPACITACIÓN DE MIAMI, VISIT FLORIDA Y BAL HARBOUR**

Les gusta a Luisgoarce y otros mensajero\_turistico En una jornada distinta, Visit Florida, Bal Harbour y Miami, invitaron a los agentes de viajes a una jornada de introspección, que fue amenzada con una gran merienda en Moji Palermo.

Los asistentes pudieron comprender cómo la astrología y el turismo van de la mano, además de asociarle un por qué a diferentes características personales.



55



## BAL HARBOUR: EL REFUGIO DORADO DONDE LA SOFISTICACIÓN ENCUENTRA LA CALMA

El enclave más exclusivo de Miami celebra seis décadas de lujo con una combinación única de alta hotelería, gastronomía de autor, arte y naturaleza. Entre nuevos desarrollos urbanos, experiencias inmersivas y una visión sustentable del futuro, este oasis redefine el estilo de vida premium frente al mar.

— POR MARTINA P. VENEZIANI —

**P**er décadas, Bal Harbour ha sido sinónimo de exclusividad. Pero hoy este sofisticado enclave, ubicado en el extremo oeste de Miami Beach, redefine el concepto de lujo con un estilo distintivo, alto como una experiencia donde el tiempo se desdobra, los sentidos despertan y cada detalle está pensado para el bienestar integral.

En Bal Harbour, los visitantes no son los del tránsito ni el bullicio de la vida urbana, sino el viento sereno del mar, las hojas de las palmeras al viento y la conversación pausada sobre una mesa de mármol blanco en algún rincón del icónico Bal Harbour Shops, el centro comercial más exclusivo de América. Un lugar donde moda, arte, gastronomía y bienestar convergen para crear una de las experiencias más completas que ofrece Miami.

Desde lugares en Florida pueden disfrutar de los dos gigantes de la hotelería de lujo, uno al lado del otro: The Ritz-Carlton Bal Harbour y The St. Regis Bal Harbour Resort encarnan un nuevo paradigma desde el lujo se vive desde la intimidad, la atención al detalle y el arte del servicio personalizado.

The Ritz-Carlton Bal Harbour, emblemático en una península privada, despliega 230 suites de lujo, un diseño contemporáneo que redefine un concepto natural y un spa helado de más de 900 m<sup>2</sup>. Incluye, que propone un enfoque integral de bienestar. Este oasis de calma crea una atmósfera sofisticada y al mismo tiempo se inspira en el momento más importante: el descanso. Desde el spa y el bienestar, se invita al equilibrio.

En la misma calle, a unos 200 metros de distancia, el palacete de St. Regis Bal Harbour, con sus 13 años consecutivos de distinción Forbes Five Stars y A.A.A. cinco diamantes, se eleva imponente sobre la arena blanca. Sus 213 suites frente al mar, el servicio de mayordomo St. Regis, sus dos piscinas, salas privadas y restaurantes de autor lo posicionan como uno de los resorts más lujosos del país. El St. Regis Bal Harbour

LA NACION > Estados Unidos

## El barrio cerca de Miami con una extensa comunidad judía que venera a Javier Milei

En la zona de Surfside y Bal Harbour, en Florida, muchos recuerdan la visita del presidente argentino a la sinagoga The Shul y agradecen su apoyo a Israel; esperan verlo nuevamente en la nueva gira del mandatario, aunque por el momento no esté previsto

14 de noviembre de 2024 · 15:32



- Inicio
- Secciones
- Foodit
- Club LN
- Ingresar



# PUBLIC RELATIONS CHILE

- Access Full Report for [Online & Printed Publications](#)
- No Press Trip was made for Chile, only 1 influencer was invited.

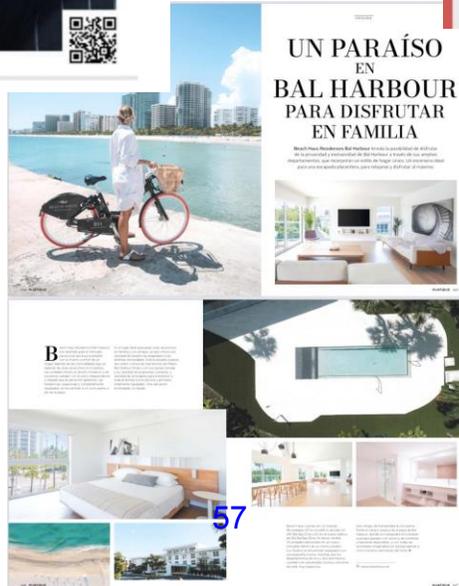
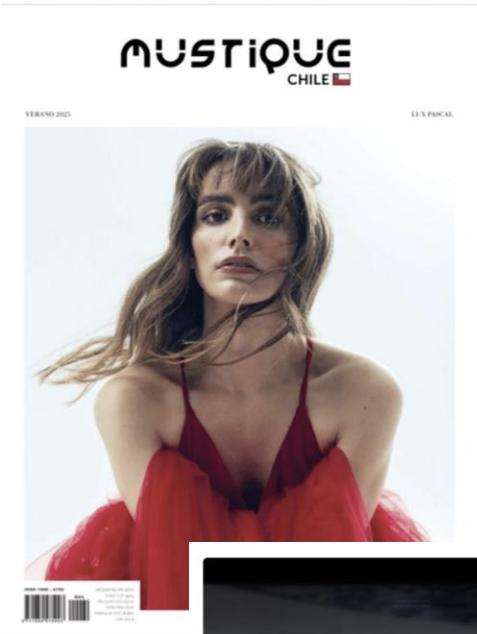
| Category                       | Chile    |
|--------------------------------|----------|
| Print Circulation - Reach      | 125,000  |
| Number of Printed Publications | 2        |
| Print Ad Value                 | \$20,800 |

|                                   |          |
|-----------------------------------|----------|
| Number of Online Publications     | 5        |
| Online Publications - Impressions | 959,000  |
| Online Ad Value                   | \$17,740 |

|  |           |
|--|-----------|
| Number of Social Media Posts & Stories | 44        |
| Social Media - Reach                   | 3,246,900 |

|                |           |
|----------------|-----------|
| Total Ad Value | \$38,540  |
| Total Reach    | 3,246,900 |

# PUBLIC RELATIONS CHILE



POR ALBERTO SÁNCHEZ LAVALLE

Bal Harbour es la joya de la corona del condado Miami-Dade, en el sur de Florida, donde sus tan sólo 1,66 kilómetros cuadrados atesoran una oferta enfocada en el viajero de lujo que busca un ambiente sofisticado, propuestas culturales y acento "slow", sin olvidar, por cierto, excelentes playas.



# PUBLIC RELATIONS MEXICO

- Click [Here](#) to Access All Clipping & Full Report

| Category                       | Mexico      |
|--------------------------------|-------------|
| Print Circulation - Reach      | 3,138,754   |
| Number of Printed Publications | 15          |
| Print Ad Value                 | \$46,892.79 |

|                               |               |
|-------------------------------|---------------|
| Number of Online Publications | 94            |
| Online Impressions            | 9,635,950     |
| Online Ad Value               | \$ 103,754.22 |

|  |               |
|--|---------------|
| Number of Social Media Posts & Stories | 164           |
| Social Media - Reach                   | 87,556,212    |
| Total Ad Value                         | \$ 386,611.05 |
| Total Reach                            | 100,330,916   |

# PUBLIC RELATIONS MEXICO

## TRAVEL+ LEISURE EN ESPAÑOL

DESTINOS > AMÉRICA

### Cuatro hoteles para hospedarse en Bal Harbour, Miami

Explora cuatro hoteles en Bal Harbour, Miami, perfectos para quienes buscan comodidad, servicio premium y cercanía a las mejores playas

Por Mariana Garcia | Publicado el 12 de octubre de 2024



Lujo y sofisticación. **Bal Harbour** es un rincón exclusivo en el norte de **Miami Beach**, conocido por su ambiente refinado y su estilo inigualable de vida frente al mar. Este destino combina a la perfección playas de arena blanca, boutiques de alta costura y una oferta culinaria de clase mundial, convirtiéndolo en un lugar privilegiado para quienes buscan lo mejor en cuanto a exclusividad y elegancia.

## marie claire



### ¿Cuál es la mejor zona para hospedarte en Miami? Descubre el lujo de Bal Harbour Village

26 de noviembre de 2024

POR: EQUIPO MARIE CLAIRE



TAGS: Bal Harbour Hotel Miami

En Miami, todo brilla. Pero hay un punto, una chispa al norte, donde el lujo se vuelve destino y la vida misma es un espectáculo. Bal Harbour, the muse.

### La nueva boutique de Tiffany & Co. abre sus puertas en Bal Harbour Shops

La casa joyera da la bienvenida a una nueva tienda que se suma a la lista de sus exclusivas locaciones, ahora en Miami

## HOLA.com



PUBLICIDAD



## VOGUE MÉXICO Y LATINOAMÉRICA

CULTURA

### Dónde comer en Miami, la Guía Vogue oficial de los mejores restaurantes

Una lista de recomendaciones para comer en Miami Beach y sus alrededores. Vogue prepara una selección de restaurantes clásicos que no debes perderte.

POR ELISE TAYLOR  
TRADUCIDO Y ADAPTADO POR RAMÓN BARRETO

4 de noviembre de 2024



# PUBLIC RELATIONS USA – SHADE GROUP

- Click [Here](#) to Access All Clipping & Full Report

| Category                       | Shade Group |
|--------------------------------|-------------|
| Print Circulation - Reach      | -           |
| Number of Printed Publications | -           |
| Print Ad Value                 | -           |

|                               |            |
|-------------------------------|------------|
| Number of Online Publications | 5          |
| Online Impressions            | 22,399,024 |
| Online Ad Value               | \$ 207,231 |

|  |           |
|--|-----------|
| Number of Social Media Posts & Stories | 40        |
| Social Media - Reach                   | 1,310,167 |
| Total Ad Value                         | \$267,731 |
| Total Reach                            | 22.4M     |

# PUBLIC RELATIONS USA – SHADE GROUP



Photograph: Courtesy Atlantikós at The St. Regis Bal Harbour

## 4th of July Weekend in Bal Harbour Village

Things to do



DESTINATIONS > UNITED STATES > FLORIDA

## Just North Of Miami Is A Serene Beach Enclave With Walkable Luxury And Oceanfront Calm

By Kira Reinke — Aug. 2, 2025 6:15 pm EST



MODERN LUXURY



## The Ultimate Day in Miami

Experience the vibrant pulse of Miami through a perfectly curated day of world-class shopping, unforgettable dining, and inspiring exploration. This ultimate guide reveals the city's most captivating destinations, where bold style and cultural richness come together in every moment. **61**

By Sophia Lalounis | July 2, 2025



# FY 2025 MEDIA & PR RESULTS ALL MARKETS

## October 2024 to September 2025 Annual Results

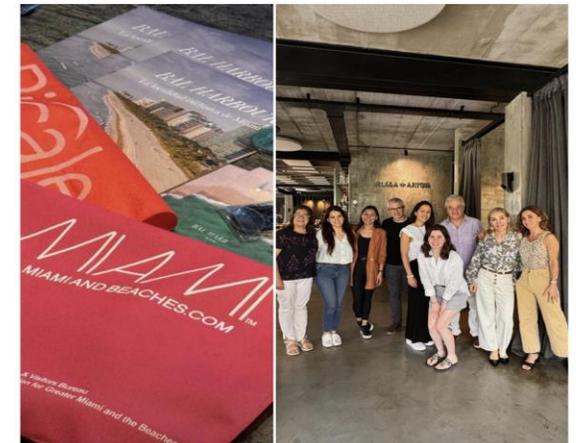
| Category                               | Argentina       | Chile        | Brazil        | Mexico        | USA        | All Countries  |
|--|-----------------|--------------|---------------|---------------|------------|----------------|
| Print Circulation - Reach              | 1,739,000       | 125,000      | 192,240       | 3,138,754     | -          | 5,194,994      |
| Number of Printed Circulations         | 11              | 2            | 6             | 15            | -          | 34             |
| Print Ad Value                         | \$ 161,800      | \$ 20,800    | \$ 35,966.67  | \$ 46,892.79  | -          | 265,459        |
| Number of Online Publications          | 92              | 5            | 86            | 94            | 5          | 277            |
| Online Publications - Impressions      | 550,530,427     | 959,000      | 14,734,657    | 9,635,950     | 22,399,024 | 575,860,034    |
| Online Ad Value                        | \$ 1,169,246.00 | \$ 17,740.00 | \$ 604,512.59 | \$ 103,754.00 | \$ 207,231 | 1,895,253      |
| Number of Social Media Posts & Stories | 239             | 44           | 88            | 164           | 40         | 535            |
| Social Media Clippings - Reach         | 21910996        | 3246900      | 32915682      | 87,556,212    | 1,310,167  | 145629790      |
| Total Ad Value                         | \$ 1,169,246.00 | \$ 38,540.00 | \$ 642,154.00 | \$ 386,611    | \$267,731  | \$ 2,236,551   |
| Total Reach                            | 550,530,427     | 3,246,900    | 47,650,249    | 100,330,916   | 22,400,000 | \$ 724,158,492 |

# SALES ACTIVITIES - USA

- Total Sales Calls– **255**
- Total Number of Contacts:**1,736** advisors were contacted during 2025 fiscal year.
- Total Number of Activities: 22
- **144** advisors have co-branded and shared The St. Regis Bal Harbour approach guide to **2,338 clients**
- **101** advisors have co-branded and shared The Ritz-Carlton Bal Harbour approach guide to **1,312 clients**
- Trade Shows - FORA Forum. NYC, ILTM Cannes, Prost, Eli's Expo Travel Show, LE Miami, Virtuoso Week Las Vegas.
- Markets
  - NJ, New York, Connecticut, ILTM- Cannes, California ( LA, San Francisco, San Diego), Boston, Las Vegas, Mexico, Georgia, Charleston.
- Click [Here](#) to Access The Full Report

# SALES ACTIVITIES ARGENTINA & CHILE

- Total Sales Calls: **152**
- Total Number of Contacts: **1388**
- Total Number of Activities: 128
- Markets : Buenos Aires, Rosario - Argentina / Santiago de Chile/ Uruguay/Miami
- Click [Here](#) to Access Full Report



# SALES ACTIVITIES BRAZIL

- Total Sales Calls : **132**
- Total Number of Contacts: **384**
- Total Number of Activities: **149**
- Trade Shows: **72**
- Markets:
  - São Paulo, Sorocaba, Itu, Rio de Janeiro, Goiania, Florianópolis, Belo Horizonte Porto Alegre.
- Click [Here](#) to Access Full Report



# SALES ACTIVITIES RESULTS ALL MARKETS

| <b>October 2024 to September 2025 Annual Results</b> |                   |        |       |               |
|--|-------------------|--------|-------|---------------|
| Category   | Argentina & Chile | Brazil | USA   | All Countries |
| Total Sales Calls                                    | 152               | 132    | 255   | 539           |
| Total Number of Contacts                             | 1,388             | 384    | 1,736 | 3,508         |
| Total Number of Activities                           | 128               | 149    | 22    | 299           |
| Trade Shows  | 7                 | 72     | 22    | 101           |

# BHS 60TH ANNIVERSARY





# BHS 60TH ANNIVERSARY

## Print and Online Media Results

- Print & Online Coverage Results

| OUTLET            | ISSUE/DATE        | STORY   | CIRCULATION/UMV | MIV        |
|-------------------|-------------------|---|-----------------|------------|
| MODERN LUXURY     | OCTOBER 31, 2025  | BAL HARBOUR SHOPS CELEBRATES SIX DECADES OF STYLE MARKING ITS UPCOMING ANNIVERSARY                  | 627,392         | \$3,000    |
| GALERIE           | NOVEMBER 6, 2025  | BAL HARBOUR SHOPS CELEBRATES 60 GLAMOROUS YEARS IN MIAMI  | 81,210          | \$665      |
| PAGE SIX          | NOVEMBER 6, 2025  | CARDI B SHOWS OFF HER GROWING BABY BUMP AND MORE STAR SNAPS   | 9,674,923       | \$7,482.39 |
| WWD               | NOVEMBER 6, 2025  | BAL HARBOUR SHOPS, STILL GROWING AT 60  | 80,000          | \$3,659    |
| WWD               | NOVEMBER 6, 2025  | BAL HARBOUR SHOPS, STILL GROWING AT 60  | 7,058,484       | \$3,123.33 |
| WWD               | NOVEMBER 6, 2025  | BAL HARBOUR SHOPS, A BEACON OF LUXURY AND HIGH-TOUCH SERVICE, CELEBRATES 60 YEARS                   | 7,058,484       | \$1,464    |
| THE IMPRESSION    | NOVEMBER 7, 2025  | BAL HARBOUR SHOPS CELEBRATES 60 YEARS OF LEGENDARY LUXURY   | 70,185          | \$3,000    |
| GLOSSY            | NOVEMBER 7, 2025  | LUXURY BRIEFING: MIAMI'S BAL HARBOUR SHOPS BETS ON PRIVACY, EXPERIENCE AS DEPARTMENT STORES STUMBLE | 185,992         | \$1,000    |
| DYLANA'S SUBSTACK | NOVEMBER 9, 2025  | 39. COMING INTO A HOPEFUL NOVEMBER  | 326             | \$140      |
| 10 MAGAZINE       | NOVEMBER 10, 2025 | BAL HARBOUR SHOPS FETES 60 YEARS IN MIAMI   | 75,433          | \$2,000    |
| COMLOT            | NOVEMBER 10, 2025 | CELEBRANDO LOS 50 ANOS DE BAL HARBOUR SHOPS   | 71,690          | \$142      |

# BHS 60TH ANNIVERSARY

## Print and Online Media Results

- Print & Online Coverage Results

| OUTLET                 | ISSUE/DATE        | STORY  | CIRCULATION/UMV | MIV      |
|------------------------|-------------------|--|-----------------|----------|
| DAILY FRONT ROW        | NOVEMBER 10, 2025 | BAL HARBOUR SHOPS CELEBRATES 60 YEARS OF LUXURY                                  | 73,521          | \$2,931  |
| FASHION NETWORK AE     | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS UNVEILS 200,00 SQUARE FOOT EXPANSION                           | 619             | \$925    |
| FASHION NETWORK AU     | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS UNVEILS 200,00 SQUARE FOOT EXPANSION                           | 6,991           | \$1,094  |
| FASHION NETWORK CA     | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS UNVEILS 200,00 SQUARE FOOT EXPANSION                           | 6,342           | \$1,185  |
| FASHION NETWORK HK     | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS UNVEILS 200,00 SQUARE FOOT EXPANSION                           | 7,751           | \$1,464  |
| FASHION NETWORK LB     | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS UNVEILS 200,00 SQUARE FOOT EXPANSION                           | 1,305           | \$982    |
| FASHION NETWORK NL     | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS UNVEILS 200,00 SQUARE FOOT EXPANSION                           | 3,964           | \$1,096  |
| FASHION NETWORK SE     | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS UNVEILS 200,00 SQUARE FOOT EXPANSION                           | 5,258           | \$1,123  |
| FASHION NETWORK US     | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS UNVEILS 200,00 SQUARE FOOT EXPANSION                           | 64,479          | \$2,589  |
| FASHION NETWORK GLOBAL | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS UNVEILS 200,00 SQUARE FOOT EXPANSION                           | 83,991          | \$3,903  |
| FORBES                 | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS CELEBRATES 60 YEARS AS A STYLISH LUXURY OASIS IN SOUTH FLORIDA | 49,376,915      | \$33,843 |

# BHS 60TH ANNIVERSARY

## Print and Online Media Results

- Print & Online Coverage Results

| OUTLET                       | ISSUE/DATE        | STORY  | CIRCULATION/UMV   | MIV              |
|------------------------------|-------------------|--|-------------------|------------------|
| OFFICE MAGAZINE              | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS HITS 60 WITH CHAKA KHAN      | 63,986            | \$1,222          |
| THE PERFECT MAGAZINE         | NOVEMBER 11, 2025 | BAL HARBOUR SHOPS CELEBRATE 60 YEARS OF LUXURY | 17,810            | \$1,408          |
| NATALIE OFF DUTY<br>SUBSTACK | NOVEMBER 12, 2025 | GALAVANTING: VERB                              | 200               | \$12,000         |
| <b>TOTAL:</b>                |                   |  | <b>74,697,251</b> | <b>91,441.00</b> |

# Event Facilitation + Development FY26

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## Opportunities in FY 26:

- Focus on major sporting events in Miami:
  - College Football Championship (January 19)
  - Miami Open (March 15-29)
  - Formula 1 (May 1-3)
  - FIFA World Cup (June 15-30)
- USA's 250<sup>th</sup> Anniversary (July 4)
- Bal Harbour Village's 80<sup>th</sup> Anniversary (August 16)

# BAL HARBOUR

- V I L L A G E -

Mayor Seth E. Salver  
Vice Mayor David Wolf  
Councilman Jeffrey P. Freimark  
Councilman Alejandro Levy  
Councilman Buzzy Sklar

Village Manager Jorge M. Gonzalez  
Village Clerk Dwight S. Danie  
Village Attorneys Weiss Serota  
Helfman Cole & Bierman, P.L.

## **Bal Harbour Village Council**

Regular Meeting Minutes  
November 18, 2025  
At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

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*This meeting was conducted in person. The meeting was also broadcast on our website at <https://balharbourfl.gov/government/village-clerk/minutes-and-agendas/>. Members of the public were also encouraged to participate by email ([meetings@balharbourfl.gov](mailto:meetings@balharbourfl.gov)) or by telephone at 305-865-6449.*

**CALL TO ORDER/ PLEDGE OF ALLEGIANCE** - Mayor Salver called the meeting to order at 6:35 P.M.

The following were present:

Mayor Seth E. Salver  
Vice Mayor David Wolf  
Councilman Jeffrey P. Freimark  
Councilman Alejandro Levy  
Councilman Buzzy Sklar

Also present:

Jorge M. Gonzalez, Village Manager  
Dwight S. Danie, Village Clerk  
Susan Trevarthen, Village Attorney

The Pledge of Allegiance was led by Mayor Salver.

## **REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS**

## **PRESENTATIONS AND AWARDS**

### **PA1** Proclamation -Recognizing Veterans Day

Mayor Salver read a proclamation recognizing Veterans Day, honoring the men and women who have served in the United States Armed Forces and their sacrifices and contributions as veterans, encouraging all residents, businesses, and visitors to honor them.

**PA2** Recognition -Jeffrey P. Freimark for Service as Mayor

Mr. Gonzalez introduced the item thanking Councilman Freimark for his service to Bal Harbour Village as Mayor, noting his leadership on key capital projects, and his thoughtful direction during the Live Local Act application discussions.

A tribute video was played, showcasing highlights of his three years as Mayor.

Mr. Gonzalez presented him with a custom watercolor portrait, explaining that the administration wanted him to have something unique marking his three years of distinguished service.

Mayor Salver said that he appreciated for his mentorship and experience, particularly noting his role as CEO of Miami Jewish Health and the valuable perspective he brings to the Council.

Councilman David Wolf said that he was the best mayor he had worked with, noting his leadership style as strong conviction balanced with openness and collaboration.

Councilman Levy thanked him specifically for his leadership in negotiations involving the Bal Harbour Shops.

The Council then presented former mayor Freimark with a personalized gavel commemorating his service, along with the first key to the city issued under Mayor Salver.

Councilman Freimark, thanked his wife Hollis for her 47 years of partnership and her support during his tenure, recognizing his daughter Samara and acknowledging family watching remotely. He expressed admiration for current leadership, support for Mayor Salver and Vice Mayor Wolf, and confidence in the future of the Village. He praised the staff and Police Department, saying that he looked forward to ongoing projects such as the new Village Hall and the Jetty.

Mayor Salver recognized Hollis Freimark for her contributions as "First Lady," thanking her for supporting the mayor's work and presenting flowers as a token of appreciation.

**PA3** Recognition - Jacob Fleishman for Life-Saving Efforts

Police Chief Raleigh Flowers presented resident Jacob Fleishman a certificate of appreciation for rescuing a man who was struggling in the water in an attempted suicide at 4:00 A.M. on September 14, 2025. Chief Flowers remarked on Fleishman's courage, noting that many people in today's world choose to record with their phones instead of helping. Mr. Fleishman thanked the Village, the Chief, and those who supported him, including his girlfriend Nina and friend Barry.

Mayor Salver acknowledged Mr. Fleishman's bravery, quoting a line from the Talmud that saving one life is like saving an entire world.

**PA4** Recognition -Kristina Brown for Contributions to Capital Programs

Mr. Gonzalez introduced the item recognizing Kristina Brown, the Village's grant consultant, saying that Ms. Brown was instrumental in securing over \$35 million in grants since 2021, and supporting capital projects such as the Harborfront Park and the Jetty. He emphasized that grant management requires full lifecycle involvement, not just writing applications, and praised Ms. Brown's dedication and research. Mayor Salver presented a certificate of appreciation highlighting her partnership and impact on the Village's infrastructure and resiliency projects. Matilde Reyes, Capital Program Director, thanked her personally, explaining Ms. Brown's role in permitting challenges and strategic solutions. Ms. Brown expressed her gratitude saying that being in Bal Harbour gives her a sense of peace and belonging, and praising the community's unique spirit.

**PA5** Presentation -FDOT Pedestrian Crossing Signalization Update by Ramon Sierra

Mr. Gonzalez introduced Ramon Sierra, Florida Department of Transportation (FDOT), who provided an update on plans to upgrade the mid-block pedestrian crossing on Collins Avenue near the 9900 block. Mr. Sierra explained that the current setup relies on flashing beacons and pedestrian detectors, which activate lights when someone enters the crosswalk. He said that FDOT plans to replace these with an overhead mast arm system similar to the one at 87th Street, to improve visibility and safety. He showed renderings and explained that design funding of \$150,000 was already allocated for early 2026, with bidding and construction expected in 2027. Councilman Wolf expressed his concerns that the current flashing lights are positioned so that pedestrians cannot see whether they are active and asked that the new design address this. Mr. Sierra agreed, noting that FDOT would coordinate closely in the design phase.

Mayor Salver asked about signal monitoring at 96th Street and Harding Avenue, referencing persistent traffic issues and asking whether FDOT could provide real-time monitoring or adjustments as season approaches. Mr. Sierra explained that FDOT would conduct before-and-after studies early in 2026 to evaluate improvements made the prior year and committed to ongoing monitoring.

Councilman Freimark asked why certain pedestrian crossings elsewhere use red-light pedestrian hybrid beacons instead of flashing beacons, to which Mr. Sierra explained that the type used depends on pedestrian volume and demand, and that FDOT would evaluate whether a full signal or hybrid beacon might be warranted.

Mayor Salver suggested exploring interim options such as temporarily closing the crossing or installing temporary delineation, to which Mr. Sierra agreed to continue the discussion.

**PA6** Presentation -Bal Harbour Shops Harding Avenue Realignment Project Update by Nik Massey

This item was deferred.

## **CONSENT AGENDA**

### **C6 COUNCIL MINUTES**

**C6A** October 28, 2025 Village Council Regular Meeting Minutes

### **C7 - RESOLUTIONS**

**C7A** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN BAL HARBOUR VILLAGE, THE TOWN OF SURFSIDE, AND THE TOWN OF BAY HARBOR ISLANDS TO FUND A POLICE SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER, AT AN ANNUAL COST NOT TO EXCEED THIRTY THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS AND SIXTY CENTS (\$30,721.60); PROVIDING FOR IMPLEMENTATION, PROVIDING FOR AN EFFECTIVE DATE.

**C7B** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING THE FY 2025 BUDGET BY REVISING THE 2025 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE VILLAGE MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**C7C** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR PROJECT SUPPORT, GRANT ADMINISTRATION, AND CONSULTING SERVICES ON AN HOURLY BASIS AT A COST NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS FOR A THREE-YEAR TERM WITH THE OPTION TO RENEW FOR UP TO THREE ADDITIONAL ONE-YEAR EXTENSIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**MOTION: A Motion to approve the Consent Agenda was moved by Councilman Buzzy Sklar and seconded by Councilman Jeffrey P. Freimark.**

**VOTE: The Motion passed by unanimous voice vote (5-0).**

**R5 - ORDINANCES** - There are no ordinance for consideration.

## **R7 - RESOLUTIONS**

**R7A** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION OF UTILITY SOLUTIONS & AUTOMATION, LLC FOR THE PROVISION OF A WATER ADVANCED METERING INFRASTRUCTURE SYSTEM IN THE AMOUNT NOT TO EXCEED THE ANNUAL BUDGETARY ALLOCATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that it was for awarding the contract for a new Advanced Metering Infrastructure system for the Village's water distribution. He explained that Bal Harbour purchases water from Miami-Dade County and monitors water loss annually, and that aging meters have contributed to an unacceptable 9% loss rate, resulting in both revenue loss and rising costs due to frequent meter failures.

He said that the Village had solicited proposals for modern, reliable smart meters and recommended Badger to replace the existing Neptune meters. He said that the new system will allow residents to monitor their usage in real time via an app, and that the Village plans to first replace the largest-volume meters—primarily those serving oceanfront buildings—followed by systematic replacements over several years. He noted that while the total bid included product and installation costs, the Village intended to purchase product only and use in-house staff for replacement, saving roughly \$280,000 in installation costs. He requested a budget amendment of \$182,000 for the current year to begin the conversion.

Julio Magrisso, Director of Public Works and Beautification Department, said that Bal Harbour has approximately 600 meters, with failures now averaging 10-12 per month, and that labor costs to replace meters are currently higher than the cost of water loss.

Babak Raheb, 128 Balfour Drive, asked for clearer cost breakdowns to evaluate the expenditure. Mr. Gonzalez said that this year's spending is limited to the amendment amount, not the full contract total.

**MOTION: A Motion to approve the Resolution was moved by Mayor Seth E. Salver and seconded by Vice Mayor David Wolf.**

**VOTE: The Motion passed by unanimous voice vote (5-0).**

**R7B** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item explaining that because Bal Harbour's employee pay plan does not include merit steps, bonuses are used to reward performance. He said that after the council's workshop evaluation, they had proposed a \$90,000 bonus allocation for himself. Mayor Salver praised

Mr. Gonzalez's leadership and professionalism, noting his impact on staff development and the Village's operations.

Councilman Freimark added his support, referencing firsthand experience working with him on legislative issues and negotiations.

**MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Vice Mayor David Wolf.**

**VOTE: The Motion passed by unanimous voice vote (5-0).**

## **R9 - NEW BUSINESS AND COUNCIL DISCUSSION**

**R9A** Discussion -Setting the 2026 Village Council Meeting Dates - Village Manager Jorge M. Gonzalez

Mr. Gonzalez introduced the item saying that most dates align smoothly with holidays except October, where he requested moving the meeting to October 27. Council members reviewed potential conflicts, with Ms. Susan Trevarthen noting she could seek coverage for that date. He said that the calendar will be placed on the December Council Agenda for formal adoption.

**R9B** Discussion -Status Update on Delineators in Biscayne Bay - Councilman Buzzy Sklar

Councilman Sklar introduced the item saying that that there had been a previous conversation about potentially installing delineators in the Bay to push boat traffic farther away from the shoreline. He said that because the area in question is part of the public right-of-way, the Village's consultants had indicated that this may be something the Village could pursue. He said that any measure capable of pushing boats farther out into the channel should be thoroughly evaluated, given ongoing resident concerns about boats operating too close to the shore. He then asked staff for an update on the status of the review.

Mr. Gonzalez said that staff was following the Council's direction to study the issue in including taking drone video and gathering other observational data to determine whether creating a delineated channel would meaningfully shift boat traffic away from the shoreline. He said that the Village is collecting footage during both the high season and the off-season to develop a complete picture, similar to how a traffic study requires data across different times and conditions. He said that that the administration did not want to rely on a single snapshot, such as a busy Saturday, which might not accurately represent typical conditions.

Mr. Gonzalez noted that once the consultant felt that a sufficient amount of data had been collected, staff would return to the Council with findings, which would include whether delineators would work as intended, how many vessels might be impacted, and whether the measure would improve conditions.

Councilman Sklar asked for more detail regarding the process, what had been collected so far, and whether there was a projected timeline, adding that the process might drag on for another six months.

Mr. Gonzalez responded that while he understood the desire for speed, meaningful conclusions require observing both heavy-use and low-use periods and that if the Village only captured winter boating patterns, for example, it could result in inaccurate or incomplete conclusions compared with summer activity. He said that speeding the process might lead to inconclusive or unhelpful results.

Councilman Wolf suggested that the consultant could bring forward the data collected to date, even if incomplete, so the Council can review interim findings saying that this would avoid waiting until the summer for additional data before having any discussion at all.

Mr. Gonzalez suggested that giving the process one quarter and then bringing the initial findings to the Council at the beginning of the new year, saying that it would likely be sufficient for the Council to begin drawing preliminary conclusions. He compared this to the way tourism KPIs work in that if the sample size is too small, it becomes impossible to draw meaningful insights.

**R9C** Discussion -Owner's Request to Subdivide 44 Bal Bay Drive into Three Lots - Vice Mayor David Wolf

Councilman Wolf introduced the item on a resident request to subdivide a double lot within the gated community into three lots. Mr. Gonzalez explained that although the original 1940s plat defines lot lines, the zoning code adopted in the 1970s references "existing platted lots" but does not specify minimum lot width or square footage. Michael Miller, Planning Consultant, said that splitting waterfront double lots into three narrower lots could disrupt the historic character of the neighborhood, as waterfront lots traditionally maintain wide frontage and estate-style homes. He said that typical waterfront lots are approximately 100 feet wide and 20,000 square feet, and reducing that frontage

to around 66 feet could alter the architectural rhythm and create narrower structures inconsistent with the Village’s established aesthetic.

Mayor Salver agreed that while the homeowner’s request was understandable, the Village needed guardrails to prevent unintended consequences on both the waterfront and dry-lot areas. He suggested establishing a minimum lot size—potentially 15,000 square feet—for any replatting. The council discussed how such a standard could be crafted to avoid creating nonconforming lots and directed staff and the attorney to study the issue and return with recommendations.

**R9D PUBLIC COMMENT**

Nina Rudolph, 212 Bal Bay Drive, expressed her concern that splitting waterfront lots near the back gate might increase street parking congestion, given current garage-orientation rules that already limit driveway capacity. She said that she supported further study.

She spoke about ongoing sandbar and boating issues in the Bay, thanking Councilman Sklar for his efforts. She described higher-density boat traffic during summer due to later sunsets and urged the Village to address a floating restaurant/nightclub boat that attracts crowds.

**R10 - VILLAGE MANAGER REPORT**

**R11 VILLAGE CLERK REPORT**

**R11A** Lobbyist Report

**R12 - VILLAGE ATTORNEY REPORT**

**R12A** Attorney Report

**END OF REGULAR AGENDA**

**ADJOURNMENT** - The meeting was adjourned at 7:53 PM.

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Mayor Seth E. Salver



Attest:

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Dwight S. Danie, Village Clerk

# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION APPROVING AN AMENDMENT TO AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND BLUE DIGITAL CORPORATION; TO SCAN AND DIGITIZE BUILDING DEPARTMENT DOCUMENTS IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGET.**

### Issue:

Should the Council approve an amendment to an agreement with Blue Digital Corporation for scanning services for the Building Department?

### The Bal Harbour Experience:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Beautiful Environment   | <input checked="" type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant  | <input type="checkbox"/> Resiliency & Sustainable Community          |

### Item Summary / Recommendation:

Historically, permit records within the Building Department were maintained in paper format. Since 2021, the Building Department has been digitizing all permits issued, with approximately half of all historical permits already scanned. To digitize these documents in a timely and efficient manner, the Village proposes continuing its partnership with the current vendor, Blue Digital, that has been providing the digitizing services since 2021, by amending the current agreement to account for increase in volume and rate changes from the Vendor.

The Village entered into an agreement with Blue Digital, approved at the Village Council Meeting on October 19, 2021, under Reso-2021-1414. At that time, Blue Digital had a Miami-Dade County contract that the Village piggybacked off, but this contract is no longer in effect. Blue Digital does have a valid Miami-Dade County awarded bid that allows the Vendor to engage in contractual agreements. The Vendor currently has an existing contract with the City of Coral Gables. The Village may utilize the City of Coral Gables' pricing with Blue Digital, as well as procure any additional services not covered under the contract, as quoted by the vendor. The City of Coral Gables pricing structure aligns more closely with the scope and nature of the digitization process the Building Department is currently undertaking.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

|  | Amount | Account | Account # |
|--|--------|---------|-----------|
|  | X      | X       | X         |

### Sign off:

| Director Title  | Chief Financial Officer | Village Manager   |
|-----------------|-------------------------|---|
| Eliezer Palacio | Claudia Dixon           | Jorge M. Gonzalez   |
|                 |                         |  |

# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: December 9, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND BLUE DIGITAL CORPORATION TO SCAN AND DIGITIZE BUILDING DEPARTMENT DOCUMENTS IN AN AMOUNT NOT TO EXCEED, ANNUAL BUDGET; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

### BACKGROUND

The Bal Harbour Village Building Department is responsible for enforcing the Florida Building Code, Village Ordinances, and Miami-Dade County Ordinances to ensure that the community's building stock remains safe for residents, visitors, and businesses. Through its daily operations, the Building Department provides permitting, plan review, and inspection services to stakeholders, serving as one of the Village's primary points of customer interaction and services.

Historically, permit records within the Building Department were maintained in paper format. Since 2021, we have been digitizing all permits issued, with approximately half of all historical permits already scanned. To digitize these documents in a timely and efficient manner, the Village proposes continuing its partnership with the current vendor, Blue Digital, that has been providing the digitizing services since 2021. The Village proposes amending the current agreement to account for the increased volume and the vendor's updated rates.

The Village entered into an agreement with Blue Digital, approved at the Village Council Meeting on October 19, 2021, under Reso-2021-1414. At that time, Blue Digital had a Miami-Dade County contract that the Village piggybacked off, but this contract is no longer in effect. Blue Digital does have a valid Miami-Dade County awarded bid that allows the Vendor to engage in contractual agreements. The Vendor currently has an existing contract with the City of Coral Gables. The Village may utilize the City of Coral Gables' pricing with Blue Digital, as well as procure any additional services not covered under the contract, as quoted by the vendor. The City of Coral Gables pricing structure aligns more closely with the scope and nature of the digitization process we are currently undertaking.

**ANALYSIS**

In April 2021, Bal Harbour Village conducted a comprehensive review of the Building Department and its existing business processes to identify opportunities for improvement and to strengthen the Department’s commitment to delivering excellent customer service. This assessment included an evaluation of the Department’s archiving procedures, the limited functionality of the existing system, and the daily challenges associated with maintaining paper archives both onsite at Village Hall and offsite. To address these issues, the Building Department implemented a digital archiving process in which all documents are scanned and stored in an electronic records management system housed in the Laserfiche Repository. This initiative supports the Department’s goal of transitioning to a paperless environment, increasing operational efficiency, and ensuring the preservation and protection of important records. The enhanced system also expedites staff response times for records requests and supports the recently established “One Stop Shop.” When the Permit Fee Schedule was adopted, a Scanning Fee was included to help offset the costs associated with digitizing documents and administrative costs.

The scanning project is currently ongoing and includes both the digitization of historical documents and the digital archiving of current, day-to-day records. In an effort to accelerate progress, we have increased the pace and resources dedicated to this initiative. The billing for this service is based on the volume of permits and plans submitted for digitization, with charges calculated on a per-page basis according to the established fee structure.

**THE BAL HARBOUR EXPERIENCE**

The continued digitization of records advances the Safety element of The Bal Harbour Experience by modernizing the Building Department’s permit management system, reducing processing delays, and improving responsiveness to residents, contractors, and other stakeholders.

**CONCLUSION**

The Council is being asked to consider the approval of an amended agreement with Blue Digital Corporation for building documentation scanning not to exceed the annual budget. This goal is to digitize all documents within the Building Department. This is another step in overall restructuring of the Bal Harbour Village Building Department to provide stakeholders a more efficient and effective permitting process, as well as a more customer-friendly experience. I, therefore, recommend approval of this item.

**Attachments:**

1. Current Service Contract with Blue Digital Corporation
2. City of Coral Gables Pricing
3. Miami-Dade County Purchase Order

RESOLUTION NO. 2025-\_\_\_\_

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND BLUE DIGITAL CORPORATION TO SCAN AND DIGITIZE BUILDING DEPARTMENT DOCUMENTS IN AN AMOUNT NOT TO EXCEED, ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Village Building Department is responsible for enforcing the Florida Building Code, the Miami-Dade County Code and Village ordinances to ensure the Village's building stock is safe for residents, visitors and businesses; and

**WHEREAS,** since April 2021 the Building Department has implemented various changes in the business process and permitting workflow in an effort to streamline and improve the process, digitizing documents is an integral component to further enhance the customer's experience and allow staff easier and more intuitive solutions to conduct day-to-day tasks; and

**WHEREAS,** the Building Department has implemented a process to scan all of its documents, and in order to accomplish this objective, historical and current records and documents currently kept in paper will be digitized and placed in the Laserfiche repository and;

**WHEREAS,** staff research resulted in discovering a contract for digitizing similar records by City of Coral Gables for Reproduction and Binding Services, awarded to Blue Digital Corp ("Blue Digital"); and;

**WHEREAS,** the rates quoted by Blue Digital to Bal Harbour Village are identical to the rates offered to City of Coral Gables and procure additional services from the vendor; and

**WHEREAS,** this Council has determined that it is in the best interest of the Village to piggyback off of the City of Coral Gables agreement to convert permit records and related documents currently maintained by the Building Department in paper to an electronic format in an amount not to exceed annual budget allocations.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Agreement Approved.** That the agreement with Blue Digital in substantially the form attached hereto as Exhibit "A" to digitize Building Department permit records and documents, subject to annual budget allocations, for the life of the agreement is hereby approved.

**Section 3. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 9<sup>th</sup> day of December 2025



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Mayor Seth E. Salver

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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Village Attorney  
Weiss Serota Helfman Cole & Bierman P.L.

## Blue Digital Agreement

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Blue Digital Corp., an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Village seeks conversion services related to Building Department records; and

**WHEREAS**, the Village desires to enter into an agreement with Contractor for the provision of these services.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Contractor agree as follows:

- I. **SCOPE OF SERVICES.** Contractor shall provide the scope of services ("Services" or "Work") digitization incorporated herein and attached hereto. Contractor shall commence the Work upon receipt of a Notice to Proceed.
- II. **TERM.** This Agreement shall be effective commencing on \_\_\_\_\_, 2025 until project completion, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.
- III. **PAYMENT.** In consideration of Contractor's completion of the Services rendered hereunder, the Village shall pay to Contractor based upon the rates provided for in Exhibit "A," in an amount not to exceed annual budget allocated for the term of this Agreement ("Fee"). Additional services shall not be provided without the Village's prior written approval.

All Services performed shall be invoiced monthly to the Village. Invoices are due by the end of the month. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

The Village recognizes that Contractor may incur certain incidental unexpected expenses in the provision of Contractor's services. However, the Village has no obligation to reimburse such expenses and considers them as part of the overall fee. The Village reserves the right to reimburse, at its sole discretion, previously agreed upon expenses. For those expenses properly pre-approved for reimbursement, documentation and receipts will be required to be submitted

for payment to be processed in the subsequent month's payment.

#### **IV. TERMINATION.**

##### **A. Termination for Cause.**

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Contractor shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by the Contractor. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Contractor. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

##### **B. Termination for Convenience of the Village.**

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Contractor of such termination; which shall become effective thirty (30) days following receipt by Contractor of such notice. If the Village terminates the Agreement for convenience, Contractor shall only be paid for any Services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Contractor in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Contractor

shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

The Village as the right to cancel the event by January 30, 2020 in the event that insufficient sponsorships have been identified. In such case, Contractor shall be entitled to receive payments up to and including the date of cancellation of the event only.

**V. INSURANCE REQUIREMENTS**

Contractor shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Village.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

|                        | <u>Per Occurrence</u>                          | <u>Aggregate</u> |
|------------------------|--|------------------|
| General Liability      | \$1,000,000                                    | \$2,000,000      |
| Automobile Liability   | \$1,000,000 combined single limit per accident |                  |
| Professional Liability | \$500,000                                      | \$1,000,000      |
| Workers' Compensation  | Statutory Amount                               |                  |

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ  
Bal Harbour Village  
655 96<sup>th</sup> Street  
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance shall be primary to any liability insurance

policies that may be carried by the Village. Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Contractor agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

## **VI. INDEMNIFICATION.**

Contractor agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Contractor, its officers, employees, agents, subcontractors, or any other person or entity acting under Contractor's control or supervision, arising out of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such Losses, which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

## **VII. ENTIRE AGREEMENT.**

This Agreement, Contractor's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

## **VIII. WARRANTIES.**

Contractor represents and warrants that Contractor is free to enter into the terms of this Agreement and that Contractor has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Contractor further represents and warrants that Contractor has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Contractor warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Contractor's profession.

Contractor shall be responsible for technical deficiency in the (Service deliverable; i.e. study, design, etc.) due to errors and omissions for two years after the date of acceptance of the Services by the Village. The Contractor shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

#### **IX. NON-EXCLUSIVITY.**

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Contractors or assign responsibilities to an employee of the Village to perform the same or similar services provided by Contractor under this Agreement and to assign work to such parties in its sole discretion.

#### **X. SEVERABILITY.**

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

## **XI. ANTI-DISCRIMINATION**

Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

## **XII. SCRUTINIZED COMPANIES**

- A.** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
  
- B.** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**XIII. NOTICES.**

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village:           Jorge Gonzalez, Village Manager  
Bal Harbour Village  
655 96<sup>th</sup> Street  
Bal Harbour, FL 33154

Copies To:           Dwight S. Danie, Village Clerk  
Bal Harbour Village  
655 96<sup>th</sup> Street  
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 E. Broward Blvd. Suite 1900  
Fort Lauderdale, FL 33312

To Contractor:

**XIV. COMPLIANCE WITH LAWS.**

Contractor agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

**XV. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon the Parties and their respective

successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

**XVI. SURVIVAL OF TERMS.**

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement, which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities, which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below, shall survive the termination of this Agreement.

**XVII. GOVERNING LAWS.**

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

**XVIII. NO CONTINGENT FEES.**

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

**XIX. WAIVER.**

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All

remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise

**XX. FORCE MAJEURE.**

Non-performance of Contractor or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

**XXI. INDEPENDENT CONTRACTOR.**

Contractor has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Contractor further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the Village under this Agreement.

**XXII. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, Contractor agrees to:

- A.** Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- B.** Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost

that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Contractor's workpapers shall remain the sole property of Contractor, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Contractor will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING**

**TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 [clerk@balharbourfl.gov](mailto:clerk@balharbourfl.gov) OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.**

**XXIII. E-VERIFY**

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

**IN WITNESS WHEREOF**, Contractor has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONTRACTOR:

VILLAGE:

Bal Harbour Village  
655 Ninety-Sixth Street  
Bal Harbour, FL 33154

By: \_\_\_\_\_

By: \_\_\_\_\_

Jorge M. Gonzalez, Village  
Manager

Attest: \_\_\_\_\_

Dwight S. Danie  
Village Clerk

Approved as to form and legal  
sufficiency for the use and  
reliance of the Bal Harbour  
Village only.

By: \_\_\_\_\_

Village Attorney



EXHIBIT A

3/21/2024

Dear Miss Liguori,

I am reaching out on behalf of Blue Digital Corp. to express our genuine appreciation for granting us the opportunity to provide the City of Coral Gables with our specialized document imaging and management services.

We deeply value the trust you have placed in us, to handle your organization's digitization needs. With a proven track record spanning three decades, we've had the privilege of servicing many municipalities, including Miami Dade County, City of Miami, Miami Gardens, City of Sunny Isles, Bay Harbor Islands, Town of Miami Lakes, Town of Medley, City of Sweetwater, Village of Pinecrest, City of Homestead, City of North Miami, City of Surfside, Town of Bal Harbour Village, among others.

We look forward to collaborating with your team, and we pledge to deliver nothing short of outstanding service. Your confidence in our abilities is appreciated, and we are genuinely excited for the opportunity to contribute to the ongoing digital transformation of the City of Coral Gables.

Should you have any questions, specific requests, or additional feedback, please feel free to reach out to me at any time. We are fully committed to ensuring your complete satisfaction and eagerly anticipate a mutually beneficial relationship.

Once again, thank you for entrusting us with the privilege to serve you.

Sincerely,

Wayne Barclay, President

Blue Digital Corp.



| Description             | Unit | Unit Price |
|-------------------------|------|------------|
| B/W Scanning - 8.5 x 11 | Ea.  | .12        |
| B/W Scanning - 8.5 x 14 | Ea.  | .14        |
| B/W Scanning - 11 x 17  | Ea.  | .15        |
| B/W Scanning - 12 x 18  | Ea.  | .65        |
| B/W Scanning - 18 x 24  | Ea.  | .85        |
| B/W Scanning - 24 x 36  | Ea.  | 1.20       |
| B/W Scanning - 30 x 42  | Ea.  | 1.50       |
| B/W Scanning - 36 x 48  | Ea.  | 1.75       |

| Description               | Unit | Unit Price |
|---------------------------|------|------------|
| Color Scanning - 8.5 x 11 | Ea.  | .15        |
| Color Scanning - 8.5 x 14 | Ea.  | .17        |
| Color Scanning - 11 x 17  | Ea.  | .30        |
| Color Scanning - 12 x 18  | Ea.  | .65        |
| Color Scanning - 18 x 24  | Ea.  | 1.50       |
| Color Scanning - 24 x 36  | Ea.  | 2.00       |
| Color Scanning - 30 x 42  | Ea.  | 2.50       |
| Color Scanning - 36 x 48  | Ea.  | 3.00       |

| Description         | Unit | Unit Price |
|---------------------|------|------------|
| *Document Prepping  | Hour | \$25.00    |
| Laserfiche workflow | Ea.  | \$35.00    |
| Creating Cloud Link | Ea.  | \$25.00    |

## Laserfiche Workflow & Document Prepping

\*Document preparation includes organizing documents for scanning by removing staples, clips, flattening, and separating documents, so they can be easily scanned preventing document jamming or double feeding. Document preparation also includes the following processes:

- Entering four fields of metadata to include folio, permit number, address, and description.
- Quality control to ensure accuracy of metadata and the image quality of documents scanned.
- Run Optical Character Recognition (OCR) process to enable the end-user to search all scanned documents.
- Prepare a zipped Laserfiche briefcase for the city to import directly into their Laserfiche ERM.

### Other services:

- Pickup of 200 document boxes in Tampa, FL and deliver to Blue Digital's production facility in Doral, FL = \$1,600.00
- Local pickup at City of Coral Gables = \$45.00 (up to 45 lbs.) and \$2 per lb over
- Destruction of documents once they are scanned and reviewed by the City of Coral Gables. (Certificate of disposal included) = No Charge
- On-Site Destruction services w/ certificate of destruction = \$6.00 per box



3/21/2024

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Wayne Barclay, President

Blue Digital Corp.



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| B/W Scanning - 24 x 36  | Ea.  | 1.20       |
| B/W Scanning - 30 x 42  | Ea.  | 1.50       |
| B/W Scanning - 36 x 48  | Ea.  | 1.75       |

| Description               | Unit | Unit Price |
|---------------------------|------|------------|
| Color Scanning - 8.5 x 11 | Ea.  | .15        |
| Color Scanning - 8.5 x 14 | Ea.  | .17        |
| Color Scanning - 11 x 17  | Ea.  | .30        |
| Color Scanning - 12 x 18  | Ea.  | .65        |
| Color Scanning - 18 x 24  | Ea.  | 1.50       |
| Color Scanning - 24 x 36  | Ea.  | 2.00       |
| Color Scanning - 30 x 42  | Ea.  | 2.50       |
| Color Scanning - 36 x 48  | Ea.  | 3.00       |

| Description         | Unit | Unit Price |
|---------------------|------|------------|
| *Document Prepping  | Hour | \$25.00    |
| Laserfiche workflow | Ea.  | \$35.00    |
| Creating Cloud Link | Ea.  | \$25.00    |

## Laserfiche Workflow & Document Prepping

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- Quality control to ensure accuracy of metadata and the image quality of documents scanned.
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# Purchase Order

## Regulatory & Economic Resource

701 NW 1st Court  
Miami FL 33136  
United States

| Dispatched                             |   | Dispatch Via Print                |
|--|---|-----------------------------------|
| <b>Purchase Order</b><br>RE-0000003183 | <b>Date</b><br>01-10-2025                               | <b>Revision</b>                   |
| <b>Payment Terms</b><br>Net30          | <b>Freight Terms</b><br>Destination                     | <b>Ship Via</b><br>Common Carrier |
| <b>Buyer</b><br>Buritica Gomez, Sara   | <b>Phone/ Email</b><br>SARA.<br>GOMEZ@MIAMIDADE.<br>GOV | <b>Currency</b><br>USD            |

**Supplier:** 0000000500  
BLUE DIGITAL CORP  
7290 NW 7TH STREET  
UNIT 107  
MIAMI FL 33126  
United States

**Ship To:** 11805 SW 26TH St.  
MIAMI FL 33175  
United States

**Attention:** Not Specified  
**PO Ref:** Blue digital YR  
20/25-26

**Bill To:** 111 NW 1st Street  
26th Floor  
Miami FL 33128-1902  
United States

Tax Exempt? Y

Tax Exempt ID: MIAMIDADE

Replenishment Option: Standard

| Line-Sch | Item/Description                                     | Mfg ID | Quantity | UOM | PO Price     | Extended Amt | Due Date   |
|----------|--|--------|----------|-----|--------------|--------------|------------|
| 1 - 1    | Reproduction and Binding services for 24-25/25-26 Yr |        | 1        | EA  | \$130,000.00 | \$130,000.00 | 02/10/2025 |

DIST: 1

**Chartfields**

| Status | Percentage | PO Qty | Amount       |
|--------|------------|--------|--------------|
| Open   | 100.0000   | 1.0000 | \$130,000.00 |

| GLUnit | Fund  | Dept       | Account    | Grant    |
|--------|-------|------------|------------|----------|
| MDADE  | G3050 | RE03020200 | 5315300000 | NO-GRANT |

**Details/Tax**

| BaseAmt    | BaseCurrency | Currency | Location   | Consigned |
|------------|--------------|----------|------------|-----------|
| 130000.000 | USD          | USD      | C3B8040000 | N         |

**Schedule Total** \$130,000.00

| Contract ID | Parent Contract | Description                    |
|-------------|-----------------|--------------------------------|
| 0000025182  | EVN0000045      | REPRODUCTION AND BINDING SRVCS |

Total of \$115,220.38 comes from an annual expenditure of approximately \$45,000.00 plus a 10% contingency for two years, bringing the total from \$105k to \$115k.

**Item Total** \$130,000.00

**Total PO Amount** \$130,000.00

# BAL HARBOUR

- V I L L A G E -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION AMENDING THE EXISTING AGREEMENT WITH BROAD CONSULTING FOR THE PURPOSE OF PROVIDING CREATIVE DESIGN AND ART DIRECTION SERVICES; INCREASING THE CONTRACT AMOUNT BY TWELVE THOUSAND DOLLARS (\$12,000) TO SUPPORT EXPANDED 2026 COMMUNICATIONS AND EVENT INITIATIVES.**

### Issue:

Should the Council approve an amendment to the Agreement with Broad Consulting in an amount of \$12,000 for all graphic, creative design and art direction for the Village's branding activities and creation of promotional materials to support the Village's expanded communications and event initiatives in 2026?

### The Bal Harbour Experience:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Beautiful Environment              | <input type="checkbox"/> Safety                      | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input checked="" type="checkbox"/> Destination & Amenities | <input checked="" type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community          |

### Item Summary / Recommendation:

Since 2016, Broad Consulting has served as the Village's primary provider of graphic design, creative development, and art direction for branding, print, digital, and tourism-related communications. Over the years, Broad Consulting has supported all Village departments with design, layout, promotional collateral, website updates, digital campaigns, and public-facing communication materials. The most recent agreement (Attached) approved in September 2024 established an annual cost not to exceed \$33,000 for these services. This increase of \$12,000 was budgeted and approved in the FY 2025-26 Budget. This increased amount will be for the assets developed as part of the Village's milestone year of events and special activities our 80<sup>th</sup> anniversary and other major events taking place. Given the volume and pace of activity expected in 2026, this increase is necessary to provide the flexibility required to meet the enhanced needs.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Advisory Board Recommendation:

Resort Tax Committee recommended the increase to the Agreement.

### Financial Information:

| Amount   | Account                      | Account #    |
|----------|------------------------------|--------------|
| \$12,000 | Tourism-Advertising Agencies | 10-52-504813 |

### Sign off:

|                         |                                |                          |
|-------------------------|--------------------------------|--------------------------|
| <b>Tourism Director</b> | <b>Chief Financial Officer</b> | <b>Village Manager</b>   |
| <b>Ramiro Inguanzo</b>  | <b>Claudia Dixon</b>           | <b>Jorge M. Gonzalez</b> |



# BAL HARBOUR

- V I L L A G E -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 9, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE EXISTING AGREEMENT WITH BROAD CONSULTING FOR THE PURPOSE OF PROVIDING CREATIVE DESIGN AND ART DIRECTION SERVICES; INCREASING THE CONTRACT AMOUNT BY TWELVE THOUSAND DOLLARS (\$12,000) TO SUPPORT EXPANDED 2026 COMMUNICATIONS AND EVENT INITIATIVES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Since 2016, Broad Consulting has served as the Village's primary provider of graphic design, creative development, and art direction for branding, print, digital, and tourism-related communications. Over the years, Broad Consulting has supported all Village departments with design, layout, promotional collateral, website updates, digital campaigns, and public-facing communication materials. The most recent agreement (Attached) approved in September 2024 established an annual cost not to exceed \$33,000 for these services.

As part of the Village's 2026 strategic communications effort, staff is engaging Purple PR, an internationally recognized public relations firm that will manage high-visibility storytelling, earned media, and destination-focused communications for Bal Harbour Village throughout 2026. Purple PR's global profile and strong presence in the United Kingdom, New York, Miami, Los Angeles, and Hong Kong positions them to elevate the Village's luxury brand—particularly within the UK market, which represents an increasingly important audience for Bal Harbour's tourism and lifestyle initiatives.

To fully support Purple PR's expanded campaigns and the significant increase in planned events and communications—including destination activations, media engagements, signature community events, and tourism marketing, the Village requires parallel capacity from its creative design partner. Broad Consulting will be responsible for transforming Purple PR's concepts into fully executed assets across digital, print, and event platforms.

### **ANALYSIS**

The collaboration with Purple PR will significantly expand the Village's communications workload in the coming year, including enhanced storytelling, increased media engagement, international outreach, and a larger number of coordinated events and marketing initiatives. To support this expanded framework, the Village will require additional creative design and art direction beyond the baseline level covered under Broad Consulting's existing agreement. Broad Consulting will be responsible for ensuring that all design materials, visual assets, and branded communications align with Purple PR's strategic direction while maintaining the Village's established luxury aesthetic. Given the volume and pace of activity expected in 2026, an increase of \$12,000 is necessary to provide the flexibility and capacity required to meet these enhanced demands.

This increase of \$12,000 was budgeted and approved in the FY 2025-26 Budget. This increased amount will be for the assets developed as part of the Village's milestone year of events and special activities our 80<sup>th</sup> anniversary and other major events taking place.

### **THE BAL HARBOUR EXPERIENCE**

This expanded engagement supports the Village's mission to provide a distinguished, high-quality experience that reflects Bal Harbour's identity as a world-class, luxury destination. By strengthening design capacity and ensuring consistent execution of visual communications, the Village will be better positioned to deliver a cohesive and refined brand experience throughout 2026.

### **CONCLUSION**

The Village Council is asked to consider and approve the proposed amendment to Broad Consulting's existing agreement in an amount of \$12,000. The additional funding will ensure that the Village has the necessary design and creative support to meet the enhanced communications and event requirements anticipated for 2026, particularly in coordination with Purple PR. The amount was budgeted and approved for the FY 2025-26 Budget. I, therefore, recommend approval of this item.

### **Attachments:**

1. Current Agreement
2. Amendment to Agreement

RESOLUTION NO. 2025-\_\_\_\_

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE EXISTING AGREEMENT WITH BROAD CONSULTING FOR THE PURPOSE OF PROVIDING CREATIVE DESIGN AND ART DIRECTION SERVICES; INCREASING THE CONTRACT AMOUNT BY TWELVE THOUSAND DOLLARS (\$12,000) TO SUPPORT EXPANDED 2026 COMMUNICATIONS AND EVENT INITIATIVES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Bal Harbour Village (“Village”) is committed to supporting the Bal Harbour Experience, emphasizing the uniqueness of its luxury brand through consistent, high-quality communications and marketing; and

**WHEREAS**, since 2016, the Village has engaged Broad Consulting (“Broad”) to provide creative design, art direction, and brand development services across all Village platforms, ensuring a cohesive and refined visual identity; and

**WHEREAS**, Broad Consulting’s current agreement—approved in September 2024—established an annual not-to-exceed cost of \$33,000 for these essential services; and

**WHEREAS**, the Village’s 2026 communications strategy includes expanded event programming, destination activations, and international media outreach in coordination with Purple PR, requiring increased creative output and design capacity from Broad; and

**WHEREAS**, in order to meet the enhanced communications and event workload anticipated in 2026, the Village Manager recommends amending Broad Consulting’s existing agreement to increase the annual amount by an additional \$12,000; and

**WHEREAS**, the Village Council has determined that approving this amendment is in the best interest of the Village to maintain brand consistency and support the expanded scope of work.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Amendment Approved.** The amendment to the existing agreement with Broad Consulting, increasing the contract amount by \$12,000 to support expanded 2026 communications and event initiatives, is hereby approved and the Village Manager is authorized to execute the amendment on behalf of the Village.

**Section 3. Implementation.** The Village Manager is authorized to take all actions necessary to implement this amendment.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 9<sup>th</sup> day of December, 2025.



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Mayor Seth E. Salver

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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Village Attorney  
Weiss Serota Helfman Cole & Bierman P.L.

## Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and BROAD ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Village seeks Art Direction for Bal Harbour Branding actions; and

**WHEREAS**, the Village desires to enter into an agreement with the Consultant to undertake these efforts; and

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

**SCOPE OF SERVICES.** Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

### I. TERM.

The Consultant shall provide the Services to the Village commencing on October 1, 2024 and concluding September 30, 2025 (the "Term"). This Agreement may be extended for two (2) additional one-year terms, under the same terms and conditions contained herein, upon mutual assent of the parties. Consultant shall commence the Work upon receipt of a Notice to Proceed. Either party shall have the right to terminate this Agreement, with or without cause upon 45 days prior written notice. In the event that either party elects to terminate this Agreement prior to the conclusion of the Term, the Village shall have no further obligation to Consultant following the effective date of the termination.

### II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee in the amount of Two thousand seven hundred and fifty dollars (\$2,750.00) per month not to exceed a total annual amount of Thirty Three Thousand Dollars (\$33,000). All services performed shall be invoiced to the Village for approximately fifty (50) hours of account work per month for design and marketing initiatives. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

### **III. TERMINATION.**

#### **A. Termination for Cause.**

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

#### **B. Termination for Convenience of the Village.**

The Village may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

**V. INSURANCE REQUIREMENTS**

Consultant shall maintain general commercial liability insurance in an amount acceptable to the Village.

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

**CERTIFICATE HOLDER MUST READ**

Bal Harbour Village  
655 95<sup>th</sup> Street  
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

**VI. INDEMNIFICATION.**

Consultant agrees to indemnify and hold harmless the Village and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's

performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

**VII. ENTIRE AGREEMENT.**

This Agreement (including Exhibit A), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

**VIII. WARRANTIES.**

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

**IX. NON-EXCLUSIVITY.**

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

**X. SEVERABILITY.**

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

**XI. ANTI-DISCRIMINATION.**

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

**XII. NOTICES.**

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village:           Jorge Gonzalez, Village Manager  
Bal Harbour Village  
655 95<sup>th</sup> Street  
Bal Harbour, FL 33154

Copy To: Susan Trevarthen, Village Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 E. Broward Blvd. Suite 1900  
Fort Lauderdale, FL 33312

To Consultant: BROAD  
Fernando Lopez Aranda  
Brasil 770 CP1706  
Haedo, Buenos Aires  
Argentina

**XIII. COMPLIANCE WITH LAWS.**

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

**XIV. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

**XV. SURVIVAL OF TERMS.**

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

**XVI. GOVERNING LAWS.**

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

**XVII. NO CONTINGENT FEES.**

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

**XVIII. WAIVER.**

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**XIX. FORCE MAJEURE.**

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

**XX. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the

Agreement until the records are transferred to the Village.

- B.** Upon request from the Village’s custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant’s work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F.** Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 [clerk@balharbourfl.gov](mailto:clerk@balharbourfl.gov) OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.**

**XXI. SCRUTINIZED COMPANIES.**

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**XXII. OWNERSHIP OF WORK PRODUCT.** In exchange for payment pursuant to this Agreement, Consultant hereby relinquishes its right to and agrees that the work product ("Work Product") produced by Consultant under this Agreement and all proprietary rights therein shall be and are the property of The Village. Work Product includes, but is not limited to, papers, notes,

materials, approaches, designs, specifications, systems, innovations, improvements, inventions, computer and software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, discoveries, compounds, reports, memoranda, drawings, devices, models, or other materials of any nature, or information relating to any of the foregoing, whether finished or unfinished, which are or were generated in connection with the work scope and Services described in this Agreement. At The Village's sole discretion, Consultant will assign and does hereby assign to The Village all patents, copyrights, trademarks and trade secrets conceived or first reduced to practice pursuant to this Agreement. Notwithstanding the foregoing, The Village makes no claim of ownership to pre-existing technology owned by Consultant prior to the Effective Date of this Agreement (the "Prior Works"). To the extent that Consultant incorporates any Prior Work into any Work Product, Consultant hereby grants to The Village a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work Product. Consultant hereby agrees to assist The Village, or its designee or assign, at Consultant's expense, to secure The Village's rights in Work Product and any copyrights, patents, or other intellectual property rights relating to all Work Product in any and all countries, including the disclosure to The Village of all pertinent information and data with respect to all Work Product, the execution of all applications, specifications, oaths, assignments and all other instruments that The Village may deem necessary in order to apply for and obtain such rights and in order to assign and convey to The Village, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Work Product, and any copyrights, patents, or other intellectual property rights relating to all Work Product. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

**I. E-VERIFY**

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

## **II. HUMAN TRAFFICKING**

By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the CONTRACTOR providing an affidavit that it does not use coercion for labor or services. This attestation by the CONTRACTOR shall be in the form attached to this Agreement and must be executed by the CONTRACTOR when entering into an agreement with the Village.

CONTRACTOR further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the CONTRACTOR submits a false Affidavit pursuant to Section 787.06, F.S., or the CONTRACTOR violates Section 787.06, F.S., during the term of this Agreement even if the CONTRACTOR was not in violation at the time it submitted its Affidavit.

**Affidavit Attesting to Noncoercive Conduct for Labor or Services**

Nongovernment Entity name: ("Vendor") Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

By: \_\_\_\_\_  
Authorized Signature

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:  
BROAD  
Fernando Lopez Aranda  
Brasil 770 CP1706  
Haedo, Buenos Aires  
Argentina

VILLAGE:  
Bal Harbour Village  
655 Ninety-Sixth Street  
Bal Harbour, FL 33154

By: \_\_\_\_\_  
Fernando Lopez Aranda

By: \_\_\_\_\_  
Jorge M. Gonzalez, Village  
Manager

Attest: \_\_\_\_\_  
Village Clerk

Approved as to form and legal  
sufficiency for the use and  
reliance of the Bal Harbour  
Village only.

By: \_\_\_\_\_  
Village Attorney

## EXHIBIT "A"

1. Provide Design and Art Direction for Bal Harbour Branding actions.
2. Develop concepts, graphics, design elements and layouts for illustrations, logos and website for Village Tourism as well as Government marketing, web and communication pieces.
3. Support various marketing initiatives and campaigns for email, print, and digital channels.
4. Participate in meetings with marketing team to discuss new project needs.
5. Work in both digital as well as print media formats.
6. Ensure branding, font and design is consistent across all channels.

**FIRST AMENDMENT TO AGREEMENT**

**BETWEEN**

**BAL HARBOUR VILLAGE**

**AND**

**BROAD CONSULTING**

This First Amendment to Agreement (“First Amendment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Bal Harbour Village (“Village”) and Broad Consulting (“Contractor”).

WHEREAS, since 2026, Broad Consulting has served as the Village’s primary provider of graphic design, creative development, and art direction for branding, print, digital, and tourism-related communications; and

WHEREAS, the parties entered into a new agreement in September 2024, establishing an annual fee for services at a cost not to exceed \$33,000; and

WHEREAS, the parties wish to enter into a First Amendment to the September 2024 agreement to reflect additional compensation to the Contractor for 2026 tied to expanded 2026 communications and event initiatives.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. Each and every WHEREAS clause set forth above is a true and correct recital and representation, and is incorporated herein as if set forth in full.
2. The Scope of Service provision shall be revised to read as follows:
  - A. The cost of services rendered by the Contractor shall increase by \$12,000 for 2026 communications and event activities.
  - B. The Contractor shall work with Purple Public Relations (“Purple”) during 2026 to transform Purple’s concepts into fully executed assets across digital, print and event platforms.
3. This First Amendment to the Contract shall be effective upon signature of both parties.
4. Except as herein amended, all other provisions of the Contract shall remain in full force and effect.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Second Amendment to the Contract upon the terms and conditions above stated on the day and year first above written.

Contractor:  
Broad Consulting

Village:  
Bal Harbour Village  
655 Ninety-Sixth Street  
Bal Harbour, FL 33154

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jorge M. Gonzalez, Village Manager

ATTEST:

\_\_\_\_\_  
Dwight S. Danie, Village Clerk

Approved as to Form and Legal Sufficiency for  
the Reliance of Village Only:

\_\_\_\_\_  
Village Attorney



# BAL HARBOUR

- V I L L A G E -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION RATIFYING THE BOARD-SELECTED MEMBER OF THE BAL HARBOUR POLICE OFFICERS' RETIREMENT BOARD AND APPOINT TODD DAGRES AS A MINISTERIAL ACT.**

### Issue:

Ratification of Police Officers' Retirement Board Appointment - Ministerial Action.

### The Bal Harbour Experience:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Beautiful Environment                       | <input type="checkbox"/> Safety           | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities                     | <input type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community          |
| <input checked="" type="checkbox"/> Other: <u>Ministerial Action</u> |   |  |

### Item Summary / Recommendation:

Bal Harbour Village Code Section 13-48(i) of the Village's Code of Ordinances states two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board.

On Monday, November 17, 2025 the Police Officers' Retirement Board unanimously selected Todd Dages to be appointed as the Board's fifth member.

**THIS ITEM IS BEFORE THE VILLAGE COUNCIL AS A MINISTERIAL ACT.**

### Financial Information:

|  | Amount | Account | Account # |
|--|--------|---------|-----------|
|  | X      | X       | X         |

### Sign off:

|                      |  |   |
|----------------------|--|---|
| <b>Village Clerk</b> |  | <b>Village Manager</b>  |
| Dwight S. Danie      |  | Jorge M. Gonzalez   |
|                      |  |  |

# BAL HARBOUR

- V I L L A G E -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 9, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE BOARD-SELECTED MEMBER OF THE BAL HARBOUR POLICE OFFICERS' RETIREMENT BOARD AND APPOINT TODD DAGRES AS A MINISTERIAL ACT.**

### **ADMINISTRATIVE RECOMMENDATION**

This item is before the Council as a ministerial action.

### **BACKGROUND**

The Police Officers' Retirement Board serves as the plan administrator of the Village of Bal Harbour Police Officers' Pension Plan per Bal Harbour Village Code Section 13-48. Bal Harbour Village Code Section 13-48(i) states that "Two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the police officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board."

At the December 17, 2024 Village Council meeting, the Council ratified the election of the two police officers that are members of the Plan, Sergeant Ronald Smith and Detective Hector Gonzalez, and re-appointed resident members, Joel Mesznik and Mitchell Lieberman.

During this meeting Councilman Sklar had provided a brief summary of the background and achievements of Mr. Todd Dages, adding that he had been active with the Bal Harbour Police Department and the community, and was a member of the Police Chief's Association. Upon consideration, the Village Council had asked that a strong recommendation to appoint Mr. Dages as the fifth board member be relayed to the Board.

At its July 18, 2025 meeting the Board's attorney explained that the term of Daniel Gold, who had been a trustee since August 2009, was set to expire on September 19, 2025 and recommended that an item to select the 5<sup>th</sup> member be added to the next regularly scheduled board meeting. At this meeting Board members also requested the opportunity to meet the new trustee candidate in person. The next meeting was scheduled for November 17, 2025.

**ANALYSIS**

On Monday, November 17, 2025, the members of the Police Officers' Retirement Board unanimously selected Todd Dagues as its fifth member.

**THE BAL HARBOUR EXPERIENCE**

This item is before the Council as a ministerial action.

**CONCLUSION**

Village Council is asked to accept and ratify the selection of the fifth Board member as made by the majority of the Police Officers' Retirement Board, Todd Dagues, and determine that his appointment aligns with the Village's best interests.

Attachments:

1. Attachment - Todd Dagues - Email - Dec9\_2024 ADA.pdf
2. Dec17\_2024 Village Council Recommendations to PORB members.pdf

RESOLUTION NO. 2025-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE BOARD-SELECTED MEMBER OF THE BAL HARBOUR POLICE OFFICERS' RETIREMENT BOARD AND APPOINT TODD DAGRES AS A MINISTERIAL ACT; PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the Police Officers' Retirement Board serves as the plan administrator of the Village of Bal Harbour Police Officer's Pension Plan; and

**WHEREAS**, Bal Harbour Village Code Section 13-48(i) of the Village's Code of Ordinances states two residents of the Village of Bal Harbour, who shall be appointed by the Village Council, two Police Officers who shall be elected by a majority of the Police Officers who are members of the Plan, and one trustee selected by the other four, who shall be appointed, as a ministerial act by the Village Council, shall constitute the Retirement Board; and

**WHEREAS**, on Thursday, December 17, 2024, the Village Council ratified the election of the two police officers who are members of the Plan, Sergeant Ronald Smith and Detective Hector Gonzalez, and on the same day, re-appointed resident members, Joel Mesznik and Mitchell Lieberman; and

**WHEREAS**, on Monday, November 17, 2025, the members of the Police Officers' Retirement Board selected Todd Dagres as its fifth member; and

**WHEREAS**, the Village Council ratifying the choice of the fifth Board member, as made by the majority of the Police Officers' Retirement Board, aligns with the Village's best interests.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, AS FOLLOWS:**

**Section 1.** **Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2.** **Appointment Ratified.** The appointment of Todd Dagres is hereby ratified by the Bal Harbour Village Council.

**Section 3. Effective Date.** That this resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 9<sup>th</sup> day of December, 2025.



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Mayor Seth E. Salver

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

Village Attorney  
Weiss Serota Helfman Cole & Bierman P.L.

**Subject:** FW: Police Pension Board Contact from Councilman Sklar  
**Date:** Wednesday, December 11, 2024 at 11:07:22 AM Eastern Standard Time  
**From:** Dwight Danie

---

**From:** Todd Dagnes <[todd@sparkcapital.com](mailto:todd@sparkcapital.com)>  
**Date:** Monday, December 9, 2024 at 5:15 PM  
**To:** Dwight Danie <[ddanie@balharbourfl.gov](mailto:ddanie@balharbourfl.gov)>  
**Subject:** Re: Police Pension Board Contact from Councilman Sklar

Hello Dwight. Please find my Bio below. Let me know if you need anything else. Thanks.

td

Todd Dagnes

Todd is a co-founder and General Partner Emeritus of Spark Capital. Todd led Spark's investment efforts and oversaw investments in Twitter, Oculus, Slack, Coinbase, Cruise, Wayfair, Affirm, and Discord to name a few.

Todd is co-founder and Chairman of Liteboxer, a Mixed Reality fitness company. He founded the company and has been awarded patents.

Todd was a General Partner at Battery Ventures, where he led investments in Akamai Technologies (NASDAQ: AKAM), Arbor Networks (Donaher), Broadbus (Motorola), Redstone (Siemens), River Delta Networks (Motorola), Qtera (Nortel Networks) and XCOM (Level 3 Communications). He was twice selected to the Forbes Midas List of the top performing Venture capitalists.

Earlier in his career, Todd was a senior technology analyst at Montgomery Securities, Smith Barney and Yankee Group.

Todd was an adjunct professor at the MIT Sloan School of Management and has produced several feature films, including Pretty Persuasion, Transsiberian, Invisible Hands and Nothing Left to Fear.

He currently serves on the Mount Sinai Foundation Executive Board and has served on the President's Advisory Board at Brigham and Women's Hospital and has been a member of Boston Children's Hospital Trust Board.

Todd is an owner of the Miami Marlins Baseball Team.

Todd holds a B.S. in Psychology from Trinity College and an M.B.A. from Boston University. He lives in Miami, FL with his wife Liz Dagnes. He has three children: Jason (31), Emma (30) and Ava (24).

Todd Dagnes  
Spark Capital  
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[www.sparkcapital.com](http://www.sparkcapital.com)

# BAL HARBOUR

- V I L L A G E -

DWIGHT S. DANIE  
VILLAGE CLERK

**To:** Members of the Police Officers' Retirement Board

**From:** Dwight S. Danie, Village Clerk

**Date:** January 24, 2025

**Subject:** Village Council Recommendation for Board Membership

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At the December 17, 2024 Village Council Meeting, Council discussed the appointment/reappointment of members to the Police Officers' Retirement Board as mandated by the Village Code. Below is a summary of the discussion and the Council's resolution:

**1. Election and Appointment Process:**

- Per the Village Code, two Board members are elected by Pension Plan members and ratified by the Village Council, while two are directly appointed by the Council.
- The four members then select a fifth member, also subject to Council ratification.

**2. Discussion of Appointments:**

- Three nominees were considered for the two Council-appointed positions: incumbents Joel Mesznik and Mitch Lieberman, and new nominee Todd Dages.
- Councilman Sklar nominated Mr. Dages, highlighting his background and involvement with the Bal Harbour Police Department, the community, and the Police Chief's Association.

**3. Council Recommendation:**

- The Council resolved to reappoint Mr. Mesznik and Mr. Lieberman to the Board.
- The Council then strongly encouraged the four Board members to appoint Mr. Dages as the fifth member.

**4. Final Resolution:**

- A motion to reappoint Mr. Lieberman and Mr. Mesznik and encourage the Board to select Mr. Dages as the fifth member was moved by Mayor Jeffrey P. Freimark, seconded by Vice Mayor Seth E. Salver, and passed unanimously (5-0).

Please review this information at your next meeting and consider the Council's recommendation as you proceed with the selection of the fifth Board member. The final decision remains at your discretion, as outlined in the Village Code.

Attached are an excerpt of the meeting minutes regarding this item and an email from Todd Dages summarizing his biography.

BAL HARBOUR VILLAGE  
655 96TH ST, BAL HARBOUR, FL 33154  
+1 (305) 866 4633

BALHARBOURFL.GOV

**R7D** A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SELECTING TWO MEMBERS FROM A LIST OF THREE FOR APPOINTMENT / REAPPOINTMENT TO THE VILLAGE'S POLICE OFFICERS' RETIREMENT BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item explaining that the Village Code mandates two members of the Police Officers' Retirement Board be elected by members of the Pension Plan and ratified by the Village Council, and two members are directly appointed by the Council. He said that, at the Board's first meeting following these appointments, the initial agenda item would be for these four members to select a fifth member, also subject to Council ratification. He said that this item is on the Regular Council Meeting Agenda because this year there are three nominees for the two appointed member slots, incumbents Joel Mesznik, Mitch Lieberman, and new nominee Todd Dagnes, adding that all three nominees are exceptionally qualified.

Councilman Sklar said he had nominated Mr. Dagnes. He then provided a brief summary of Mr. Dagnes' background and achievements, saying that he had been active with the Bal Harbour Police Department and the community, and was a member of the Police Chief's Association.

Vice Mayor Salver asked how the Council would select from three very qualified persons and asked if there was any way the Council could send a strong suggestion to the Board, to which Mr. Gonzalez said that a strong suggestion could be sent, but ultimately the Council would have to allow the process to work out.

Mayor Freimark said that he would suggest reappointing the two incumbents and strongly urging the other four Board members to select Mr. Dagnes.

**MOTION: A motion to reappoint Mr. Lieberman and Mr. Mesznik, and encourage the four members of the Police Officers' Retirement Board to appoint Mr. Dagnes as their fifth member, was moved by Mayor Jeffrey P. Freimark and seconded by Vice Mayor Seth E. Salver.**

Councilman Sklar asked how the Village Council would make the encouragement, to which Mr. Gonzalez said that he would relay it and would speak to the four members, suggesting that the meeting minutes might also accompany a memo from him to be placed on their meeting agenda.

Ms. Trevarthen agreed that it should be included as part of their agenda with an explanation of the Council's recommendation, and with the understanding that it would ultimately be their choice.

**VOTE: The motion passed by unanimous voice vote (5-0).**

---

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**Date:** Wednesday, December 11, 2024 at 11:07:22 AM Eastern Standard Time  
**From:** Dwight Danie

---

**From:** Todd Dages <[todd@sparkcapital.com](mailto:todd@sparkcapital.com)>  
**Date:** Monday, December 9, 2024 at 5:15 PM  
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Todd Dages  
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[www.sparkcapital.com](http://www.sparkcapital.com)



# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE A GILLETTE GENERATOR POWERED BY JOHN DEERE DIESEL ENGINE FOR SANITARY SEWER PUMP STATION NUMBER ONE (PS-1) LOCATED AT 184 BAL BAY DRIVE FROM MTS POWER PRODUCTS, IN THE AMOUNT OF \$81,400 SUBJECT TO ANNUAL BUDGET ALLOCATIONS.**

### Issue:

Should the Village Council approve the Resolution to authorize the Village Manager to purchase a generator for the sanitary sewer pump station PS-1?

### The Bal Harbour Experience:

Beautiful Environment     Safety     Modernized Public Facilities/Infrastructure  
 Destination & Amenities     Unique & Elegant     Resiliency & Sustainable Community

### Item Summary / Recommendation:

The Village is required by Chapter 62-604 of the Florida Administrative Code (FAC) to maintain the proper operation of the two Village sanitary sewer pump stations, the collection/transmission system, and to eliminate sanitary sewer overflows. The generator at PS-1, located at 184 Bal Bay Drive, has reached its useful life and is currently not serviceable or operational. The Village is currently renting a generator until the purchase, delivery, and installation of a new generator. This Resolution provides authorization to purchase a generator for the sanitary sewer station PS-1 in emergency cases when power from FPL is out. After receiving and reviewing three proposals, the generator will be purchased immediately after ratification of this resolution for an amount of \$81,400 from MTS Power, deemed to be the best and lowest proposal, which includes all costs associated with the removal and disposal of the old generator and the installation of the new Gillette/John Deere generator set.

**THE ADMINISTRATION RECOMMENDS THE APPROVAL OF THIS RESOLUTION.**

### Financial Information:

| Amount   | Account                                | Account #    |
|----------|--|--------------|
| \$81,400 | Utility Fund - Machinery and Equipment | 40-36-506400 |

### Sign off:

|  |                                |                          |
|--|--------------------------------|--------------------------|
| <b>Director Public Works &amp; Beautification Department</b> | <b>Chief Financial Officer</b> | <b>Village Manager</b>   |
| <b>Julio E. Magrisso</b>                                     | <b>Claudia Dixon</b>           | <b>Jorge M. Gonzalez</b> |



# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: December 9, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE A GILLETTE GENERATOR POWERED BY JOHN DEERE DIESEL ENGINE FOR SANITARY SEWER PUMP STATION NUMBER ONE (PS-1) LOCATED AT 184 BAL BAY DRIVE FROM MTS POWER PRODUCTS, IN THE AMOUNT OF \$81,400 SUBJECT TO ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Bal Harbour Village maintains two sanitary sewer pump stations, one of which is located at Collins and 96<sup>th</sup> Street, Pump Station No.2 (PS-2) and Pump Station No.1 (PS-1), which is located at 184 Bal Bay Drive. Both pump stations utilize commercial grade generators to power the pump station during power outages, therefore minimizing the possibility of sanitary sewer overflows.

The Village is required by Chapter 62-604 of the Florida Administrative Code (FAC) to provide minimum design, operation, and maintenance standards for domestic wastewater collection/transmission systems. A back-up generator ensures proper operation of the system during emergency situations.

### **ANALYSIS**

Sanitary sewer pump station PS-1 operates with three (3) forty-seven (47) horsepower pumps. In the event we experience a power outage, the back-up generator engages assuring continual operation of the station. The station services the entire gated community, including all apartment buildings west of Collins Avenue as well as 50% of the high-rise buildings on the east side of Collins. PS-1 collects the wastewater and then transmits it to the PS-2 on Collins Avenue.

PS-2, which directly services approximately 50% of the high-rise buildings on Collins, including the Bal Harbour Shops, also handles all the sewer flow from PS-1, and then transmits southbound to the City of Miami Beach sewer force main, to then be further moved on to the Miami Dade Wastewater plant in Virginia Key.

Our sanitary sewer stations each operate with a generator in emergency situations in case we lose FPL power. The PS-1 generator, powered by a Mercedes Benz engine, has reached its useful life and is currently not serviceable or operational. The Village is currently renting a generator until the purchase, delivery, and installation of this generator.

The operational life of the generator at PS-2 on Collins, which is fully operational and has been in service for over 20 years, is also nearing its useful life. PS-2 operates with four (4) one hundred fifteen (115) horsepower pumps and is powered by a much larger 400KW generator. In anticipation of replacing both generators, and as part of the budget process, we allocated a total of \$250,000 for the replacement of both PS-1 and PS-2. We will be presenting a separate resolution this fiscal year, subject to the proposal yet to be received for replacement of PS-2.

Public Works and Beautification Department staff solicited and received proposals from qualified vendors based on the required specification of the PS-1 sewer pump station. The department reviewed all products on the market, including natural gas generators and determined that Diesel powered generators will better serve the current and future needs of the Village.

The scope presented for the replacement of the PS-1 generator included the inclusion of major generator brands and power sources manufactured in the USA. A major component of the scope of services includes the labor to remove and dispose of the old generator, and installation of the new generator and its components and accessories.

After receiving quotes from MTS Power Products, Megawattage, LLC, and Pacman, and after a thorough review of all proposals and generator brands, MTS was determined to be the best and lowest proposal received. Below is a chart outlining the main items of each quote.

|                              | <b>MTS Power</b> | <b>Megawattage, LLC</b> | <b>Pacman</b> |
|------------------------------|------------------|-------------------------|---------------|
| <b>Generator</b>             | Gillette         | MTU                     | Caterpillar   |
| <b>Engine- Diesel</b>        | John Deere       | Cummins                 | Caterpillar   |
| <b>Rated</b>                 | 155KW            | 150KW                   | 150KW         |
| <b>Tank Size- Gallons</b>    | 799              | 1500                    | 1500          |
| <b>Includes Disposal Fee</b> | No               | No                      | Yes           |
| <b>Old Diesel</b>            |                  |                         |               |
| <b>Gallons Included</b>      | -                | -                       | 500           |
| <b>Net Price</b>             | \$ 72,900        | \$ 102,852              | \$ 260,000    |
| <b>1500 Gallon Tank</b>      | \$ 8,500         | -                       | -             |
| <b>Total</b>                 | \$ 81,400        | \$ 102,852              | \$ 260,000    |

MTS has been in business selling and servicing generators for over thirty (30) years in South Florida, carrying state-of-the-art generator sets and engines. MTS's proposal includes a Gillette Generator Model SPJD1550-3-4 powered by a John Deere Diesel Engine Model EP6068HF285-, with the required specifications for PS-1.

Gillette Generators introduced its first generator in the early 1960's, beginning a history of manufacturing quality generators. Fifty (50) years later, Gillette has grown into a diversified company supplying standby and prime power generators into wastewater, institutional, commercial, industrial, oil/gas, telecom, military, and high-end residential markets. Gillette has 3 plants of 75,000 square feet, located on an industrial campus in Elkhart, Indiana.

John Deere, a very well-known publicly traded company under Deere & Company, produces many industrial products and engines. Starting in 1837, Deere has diversified and grown into one of the largest manufacturers of equipment, mowers, vehicles and engines in the USA.

### **THE BAL HARBOUR EXPERIENCE**

The authorization to purchase the generator for the sewer pump station ensures compliance with Chapter 62-604, of the Florida Administrative Code and directly corresponds to the *Bal Harbour Experience* stated goals of Modernized Public Facilities/Infrastructure and Safety.

### **CONCLUSION**

The Village is required by Chapter 62-604, of the Florida Administrative Code (FAC) for the proper operation of the collection/transmission system and to eliminate sanitary sewer overflows. A back-up generator ensures proper operation of the system during emergency situations. I have reviewed the three proposals submitted and have also reviewed the required specifications for operating the sanitary sewer station PS-1. I agree with staff recommendation that the proposal from MTS Power meets the needs of the Village, and is the best, lowest price proposal.

This Resolution provides authorization to purchase the Gillette/John Deere generator set from MTS Power in the amount of \$81,400 to ensure the Village sewer pump station PS-1 operates effectively and adheres to our maintenance responsibilities.

Therefore, I recommend your approval of this Resolution.

Attachments:

1. MTS Proposal

RESOLUTION NO. 2025-\_\_\_\_

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE A GILLETTE GENERATOR POWERED BY A JOHN DEERE DIESEL ENGINE FOR SANITARY SEWER PUMP STATION NUMBER ONE (PS-1) LOCATED AT 184 BAL BAY DRIVE FROM MTS POWER PRODUCTS, IN THE AMOUNT OF \$81,400, SUBJECT TO ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Bal Harbour Village ("Village") maintains two sanitary sewer pump stations, one of which is located at Collins and 96<sup>th</sup> Street, Pump Station No. 2 (PS-2) and Pump Station No.1 (PS-1), which is located at 184 Bal Bay Drive; and

**WHEREAS**, both pump stations utilize commercial grade generators to power the pump station during power outages therefore minimizing the possibility of sanitary sewer overflows; and

**WHEREAS**, the Village is required by Chapter 62-604 of the Florida Administrative Code ("FAC") to provide minimum design, operation, and maintenance standards for domestic wastewater collection/transmission systems; and

**WHEREAS**, the generator at PS-1 has reached its useful life and is no longer serviceable or operational as required; and

**WHEREAS**, the Public Works and Beautification Department staff received proposals from qualified vendors based on the required specification of the station; and

**WHEREAS**, after receiving three proposals from MTS Power, Megawattage LLC and Pacman, and after a thorough review of all proposals and generator sets, MTS Power was determined to be the best and lowest proposal received; and

**WHEREAS**, this Council has determined that it is in the best interest of the Village to approve the generator purchase from MTS Power in the amount of \$81,400.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Approving Future Generator Purchase .** That the Village Council hereby approves the generator purchase for the sewer pump station PS-1 inside the gated community from MTS Power in the amount of \$81,400.

**Section 3. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the purpose of this Resolution

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 9<sup>th</sup> day of December 2025.



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Mayor Seth E. Salver

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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Village Attorney  
Weiss Serota Helfman Cole & Bierman P.L.

# MTS POWER PRODUCTS

**Bal Harbour Village**

**Att: Felix Alvarez**

**email:falvarez@balharbourfl.gov**

**655 96th St.**

**Bal Harbour, Fl.**

We are please to offer the following Complete Generator Set to replace the existing unit.

1- New Gillette Generators Powered by John Deere Diesel Engine for MTS

Model: SPJD1550-3-4

Rated: 155Kw/194Kva – 277/480V/3Phase/60Hz/233Amp

Unit Equipped with the Following:

Engine: John Deere Model: EP6068HF285

Alternator: Stamford Model:UCI274G1L

Fuel Tank: 799 Gallon UL Listed Double Walled Fuel Tank (144 Hrs @ 50%Load)

- All generator sets are USA prototype built and thoroughly tested. Production models are USA factory built and 100% load tested.
- All generator sets meet NFPA-110. Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- All generators are UL-1446 & UL-2200 certified.
- Solid state, frequency compensated voltage regulation is standard.
- Electronic engine governor for precise isochronous frequency regulation.
- DEEP SEA 7420 digital controller allows programming to basic engine functions in the field. Controller has stop-manual-auto mode and engine shutdowns, signaled by full text LCD indicators.
- Heavy Duty 100%-125% rated Circuit Breaker is standard on all gen-sets.
- All generator set control systems components and accessories provide a 1-year limited warranty at time of initial start-up. Generators and engines are governed by separate warranties.
- "LEVEL 2" Aluminum Housing: Full weather protection and superior sound attenuation for specific low noise applications. Critical grade silencer is standard.

4501 NW 27 Avenue  
Miami, Florida 33142

Telf: 305-634-1511  
Email: sales@mtspowerproducts.com

# MTS POWER PRODUCTS

|  |                    |
|--|--------------------|
| Generator Cost with Aluminum Sound Enclosure/799Gal Tank   | \$64,900.00        |
| Removal and Disposal of Old Unit and Delivery and Placement<br>Of New Unit, Anchoring of New Unit on Existing Slab | \$ 5,500.00        |
| Installation, Start up, Programming, and OnSite Training   | <u>\$ 2,500.00</u> |
| <b>TOTAL PROJECT PRICE (Less Applicable Sales Tax)</b>   | <b>\$72,900.00</b> |

=====

Optional: Adder for 1500 Gallon Fuel Tank \$8,500.00

Delivery (20-24 Weeks)

Price Validity 30 Days

Terms: 50% Deposit Balance on Completion of Project.

Juan E Meireles

President

MTS Power Products

4501 NW 27 Avenue  
Miami, Florida 33142

Telf: 305-634-1511  
Email: [sales@mtspowerproducts.com](mailto:sales@mtspowerproducts.com)



# GILLETTE GENERATORS

LIQUID COOLED DIESEL ENGINE GENERATOR SET

| Model | HZ                        | STANDBY<br>120°C RISE |
|-------|---------------------------|-----------------------|
|       | <b>SPJD-1550-60 HERTZ</b> | 60                    |



All generator sets are USA prototype built and thoroughly tested. Production models are USA factory built and 100% load tested.



**UL2200, UL1446, UL508, UL142, UL498**



**NFPA 110, 99, 70, 37**

All generator sets meet NFPA-110 Level 1, when equipped with the necessary accessories and installed per NFPA standards.



**NEC 700, 701, 702, 708**



**NEMA ICS10, MG1, ICS6, AB1**



**ANSI C62.41, 27, 59, 32, 480, 40Q, 81U, 360-05**



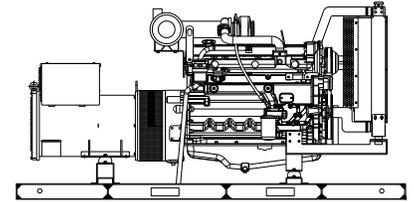
**ASCE 7-22**

All generator sets meet 200 MPH rating.



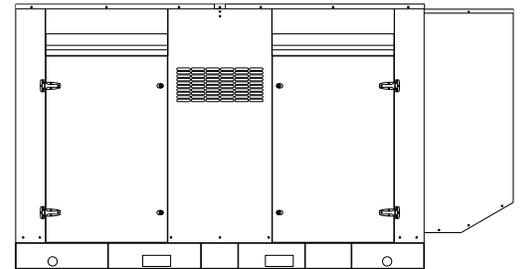
**EPA 40CFR Part 60, 1048, 1054, 1065, 1068**

60 HZ MODEL  
**SPJD-1550**



### “OPEN” GEN-SET

There is no enclosure, so gen-set must be placed within a weather protected area, uninhabited by humans or animals, with proper ventilation. Silencer not supplied, as installation requirements are not known. However, this item is available as optional equipment.



### “LEVEL 2” HOUSED GEN-SET

Full aluminum weather protection and superior sound attenuation for specific low noise applications. Critical grade muffler is standard.

## GENERATOR RATINGS

| GENERATOR MODEL | VOLTAGE |     | PH | HZ | 120°C RISE STANDBY RATING |     | POWER LEAD CONNECTIONS |
|-----------------|---------|-----|----|----|---------------------------|-----|------------------------|
|                 | L-N     | L-L |    |    | KW/KVA                    | AMP |                        |
| SPJD-1550-1-1   | 120     | 240 | 1  | 60 | 155/155                   | 646 | 4 LEAD DEDICATED 1 PH  |
| SPJD-1550-3-2   | 120     | 208 | 3  | 60 | 151/188.8                 | 525 | 12 LEAD LOW WYE        |
| SPJD-1550-3-3   | 120     | 240 | 3  | 60 | 151/188.8                 | 455 | 12 LEAD HIGH DELTA     |
| SPJD-1550-3-4   | 277     | 480 | 3  | 60 | 155/193.8                 | 233 | 12 LEAD HIGH WYE       |
| SPJD-1550-3-5   | 127     | 220 | 3  | 60 | 151/188.8                 | 496 | 12 LEAD LOW WYE        |
| SPJD-1550-3-16  | 346     | 600 | 3  | 60 | 155/193.8                 | 186 | 4 LEAD DEDICATED 3 PH  |

RATINGS: All single phase gen-sets are dedicated 4 lead windings, rated at unity (1.0) power factor. All three phase gen-sets are 12 lead windings, rated at .8 power factor. 120° C “STANDBY RATINGS” are strictly for gen-sets that are used for back-up emergency power to a failed normal utility power source. This standby rating allows varying loads, with no overload capability, for the entire duration of utility power outage. All gen-set power ratings are based on temperature rise measured by resistance method as defined by MIL-STD 705C and IEEE STD 115, METHOD 6.4.4. All generators have class H (180°C) insulation system on both rotor and stator windings. All factory tests and KW/KVA charts shown above are based 120°C (standby) R/R winding temperature, within a maximum 40°C ambient condition. Generators operated at standby power ratings must not exceed the temperature rise limitation for class H insulation system, as specified in NEMA MG1-22.40. Specifications & ratings are subject to change without prior notice.



# APPLICATION AND ENGINEERING DATA FOR MODEL SPJD-1550-60 HZ

## COOLING SYSTEM

|   |                                |
|---|--------------------------------|
| Type of System.....                         | Air to Air, Charged Air Cooler |
| Coolant Pump .....                          | Pre-lubricated, self-sealing   |
| Cooling Fan Type (no. of blades).....       | Pusher (7)                     |
| Fan Diameter inches (cm) .....              | 22" (55.9)                     |
| Ambient Capacity of Radiator °F (°C).....   | 125 (51.6)                     |
| Engine Jacket Coolant Capacity Qt. (L)..... | 13 (12.3)                      |
| Radiator Coolant Capacity Qt. (L) .....     | 24 (22.7)                      |
| Water Pump Capacity gpm (L/min) .....       | 48 (181.7)                     |
| Heat Reject Coolant: Btu/min (kw) .....     | 5324 (93.5)                    |
| Air to Air Heat Reject(kw) .....            | 1821 (32)                      |
| Low Radiator Coolant Level Shutdown.....    | Standard                       |

Note: Coolant temp. shut-down switch setting at 212°F (100°C) with 50/50 (water/antifreeze) mix.

## COOLING AIR REQUIREMENTS

|   |              |
|---|--------------|
| Combustion Air cfm (m <sup>3</sup> /min).....         | 480 (13.6)   |
| Max Air Intake Restrictions:                          |              |
| Clean Air Cleaner, H <sub>2</sub> O (KPa) .....       | 15 (3.75)    |
| Intake Manifold Pressure, Psi (kPa).....              | 27 (187)     |
| Max. Allowable Temp. Rise, Amb.                       |              |
| Air to Eng. Inlet, °F (°C).....                       | 15 (8)       |
| Max. Temp. out of Charger Air Cooler                  |              |
| @ 77° F (25°C), Amb. Air °F (°C) .....                | 140 (60)     |
| Radiator Cooling Air, SCFM (m <sup>3</sup> /min)..... | 8000 (226.5) |

## EXHAUST SYSTEM

|   |           |
|---|-----------|
| Exhaust Outlet Size .....                                 | 3.5"      |
| Max. Back Pressure in H <sub>2</sub> O (kpa) .....        | 30 (7.5)  |
| Exhaust Flow, at rated KW, cfm (m <sup>3</sup> /min)..... | 1201 (34) |
| Exhaust Temp, at rated KW, °F (°C).....                   | 941 (505) |

## SOUND LEVELS MEASURED IN dB(A)

|                                  | Open<br>Set | Level 2<br>Encl. |
|----------------------------------|-------------|------------------|
| Level 2, Critical Silencer ..... | 84          | 75               |
| Level 3, Hospital Silencer.....  |             | 70               |

Note: Open sets (no enclosure) have silencer system choices due to unknown job-site applications. Level 2 enclosure has installed critical silencer with upgrade to Level 3 hospital silencer. Sound tests are averaged from several test points and taken at 23 ft. (7 m) from source of noise at normal operation.

## DERATE GENERATOR FOR ALTITUDE

3% per 1000 ft.(305 meters) above 3000 ft. (914 meters) from sea level.

## DERATE GENERATOR FOR TEMPERATURE

2% per 10°F (12°C) above 104°F (40°C)

## DIMENSIONS AND WEIGHTS

|                               | Open<br>Set | Level 2<br>Enclosure |
|-------------------------------|-------------|----------------------|
| Length in (cm) .....          | 110 (280)   | 134 (341)            |
| Width in (cm).....            | 48 (122)    | 48 (122)             |
| Height in (cm).....           | 55 (140)    | 72.5 (183)           |
| 1 Ø Net Weight lbs (kg).....  | 3269 (1483) | 4319 (1959)          |
| 1 Ø Ship Weight lbs (kg)..... | 3429 (1555) | 4644 (2106)          |
| 3 Ø Net Weight lbs (kg).....  | 3209 (1455) | 4169 (1891)          |
| 3 Ø Ship Weight lbs (kg)..... | 3459 (1568) | 4489 (2036)          |

# DEEP SEA 7420MKII DIGITAL MICROPROCESSOR CONTROLLER

## Deep Sea 7420MKII



The “7420MKII” controller is an auto start mains (utility) failure module for single gen-set applications. This controller includes a backlit LCD display which continuously displays the status of the engine and generator at all times.

The “7420MKII” controller will also monitor speed, frequency, voltage, current, oil pressure, coolant temp., and fuel levels. These modules have been designed to display warning and shut down status. It also includes: (11) configurable inputs • (8) configurable outputs • voltage monitoring • mains (utility) failure detection • (250) event logs • configurable timers • automatic shutdown or warning during fault detection • remote start (on load) • engine preheat • advanced metering capability • hour meter • text LCD 132 x 64 pixel ratio display • protected solid state outputs • test buttons for: stop/reset • manual mode • auto mode • lamp test • start button • power monitoring (kWh, kVAr, kVAh, kVArh) • IP65 rating (with supplied gasket)

This controller includes expansion features including RS232, RS484 (using MODBUS-RTU/TCP), direct USB connection with PC, expansion optioned using DSENet for remote annunciation and remote relay interfacing for a distance of up to 3300FT. The controller software is freely downloadable from the Deep Sea website and allows monitoring with direct USB cable, LAN, or by internet via the built in web interface.

### Advanced Features:

PLC editor allow user configurable functions to meet specific application requirements • Data logging to assist with fault finding with 20 parameter data logging and recording on USB drives • Multiple date and time scheduler • Set maintenance periods can be configured to maintain optimum engine performance • Modules can be integrated into building management systems (BMS) using MODBUS • Configurable MODBUS pages with RTU & TCP support • Fully configurable via DSE Configuration Suite PC software • Remote SCADA monitoring via DSE Configuration Suite PC software • Engine exerciser • Automatic load transfer • Multiple configurations

# STANDARD FEATURES FOR MODEL SPJD-1550-60 HZ

## STANDARD FEATURES

### CONTROL PANEL:

- Deep Sea 7420 digital microprocessor with logic allows programming in the field. Controller has:
- STOP-MANUAL-AUTO modes and automatic engine shutdowns, signaled by full text LCD indicators:
  - Low oil pressure
  - High engine temp
  - Low Radiator Level
  - Three auxiliary alarms
  - Battery fail alarm
  - Engine fail to start
  - Engine over speed
  - Engine under speed
  - Over & under voltage
- Also included is tamper-proof engine hour meter

### ENGINE:

- Full flow oil filter • Air filter • Oil pump • Solenoid type starter motor • Hi-temp radiator • Jacket water pump
- Thermostat • Pusher fan and guard • Exhaust manifold
  - 12 VDC battery charging alternator • Flexible exhaust connector • "Isochronous" duty, electronic governor • Vibration isolators • Closed coolant recovery system with 50/50 water to anti-freeze mixture • flexible oil & radiator drain hose.

### AC GENERATOR SYSTEM:

- AC generator • Shunt excited • Brushless design • Circuit Breaker installed and wired to gen-set • Direct connection to engine with flex disc • Class H, 180°C insulation • Self ventilated • Drip proof construction • UL Certified

### VOLTAGE REGULATOR:

- ½% Voltage regulation • EMI filter • Under-speed protection • Over-excitation protection • total encapsulation

### DC ELECTRICAL SYSTEM:

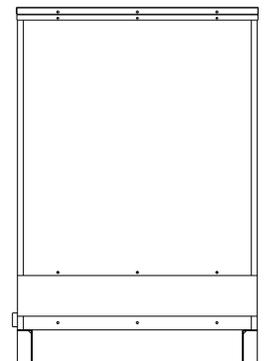
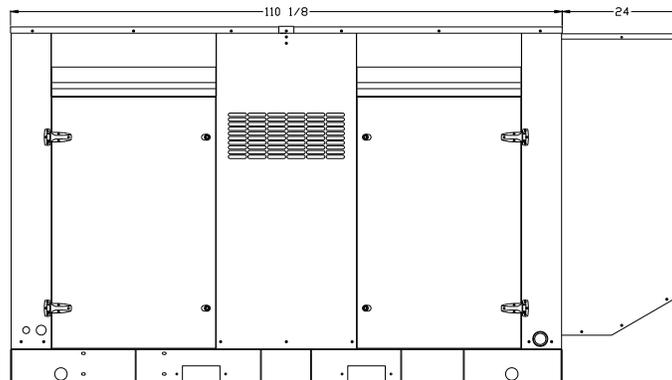
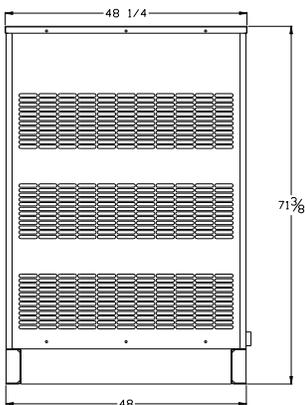
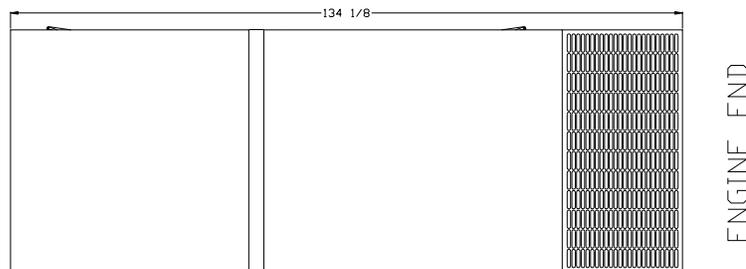
- Battery tray • Battery cables • Battery hold down straps
- 2-stage battery float charger with maintaining & recharging automatic charge stages

### WEATHER/SOUND PROOF ALUMINUM HOUSING CORROSION RESISTANT PROTECTION CONSISTING OF:

- 9 Heated And Agitated Wash Stages
- Zinc Phosphate Etching-coating Stage
- Final Baked On Enamel Powder Coat
- 18/8 Stainless Steel Hardware

Design & specifications subject to change without prior notice. Dimensions shown are approximate. Contact Gillette for certified drawings.

DO NOT USE DIMENSIONS FOR INSTALLATION PURPOSES.

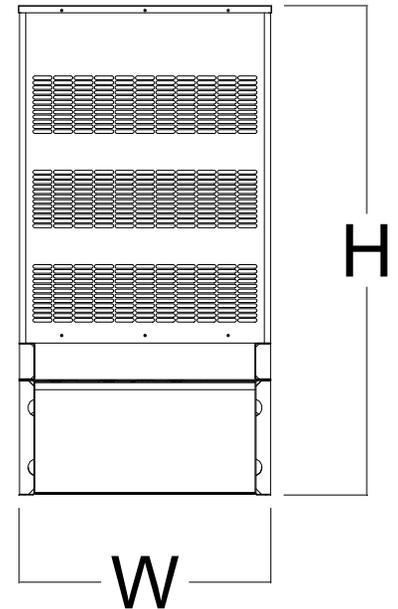
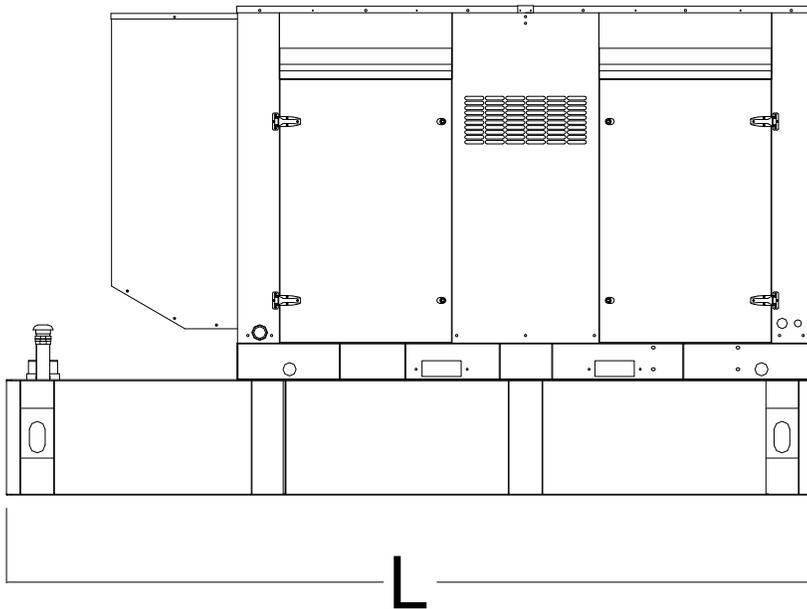




# GILLETTE GENERATORS

GEN-SET MOUNTED  
ON DOUBLE WALL  
SUB-BASE FUEL TANK

## SPJD-1550 LEVEL 2 & 3 ENCLOSURE



| RUN TIME HOURS<br>100% Rated Load | USABLE CAPACITY |      | L   | W  | H   | STUB<br>UP | WT.  |
|-----------------------------------|-----------------|------|-----|----|-----|------------|------|
|                                   | GAL.            | LTR. |     |    |     |            |      |
| NO TANK                           | -               | -    | 134 | 48 | 72  | -          | 4319 |
| 24                                | 266             | 1006 | 154 | 48 | 88  | 24         | 6042 |
| 48                                | 533             | 2017 | 154 | 48 | 100 | 24         | 6577 |
| 72                                | 799             | 3024 | 216 | 48 | 102 | 24         | 7463 |



# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO ENTER INTO AN AGREEMENT WITH GERHOLD ELECTRIC INC. FOR THE INSTALLATION OF DEDICATED ELECTRICAL SERVICE AT THREE GATED COMMUNITY ACCESS POINTS; APPROVING A BUDGET AMENDMENT FOR A TOTAL NOT-TO-EXCEED AMOUNT OF SIXTY-FOUR THOUSAND THIRTY-EIGHT DOLLARS (\$64,038); AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE BAL HARBOUR CIVIC ASSOCIATION.**

### Issue:

Should the Village Council approve the proposal from Gerhold Electric Inc., approve a budget amendment and authorize the Village Manager to reimburse the Bal Harbour Civic Association ("BHCA") for eligible costs?

### The Bal Harbour Experience:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Beautiful Environment | <input checked="" type="checkbox"/> Safety | <input checked="" type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities          | <input type="checkbox"/> Unique & Elegant  | <input type="checkbox"/> Resiliency & Sustainable Community                     |

### Item Summary / Recommendation:

On November 3, 2025, the Association Board reviewed proposals received and unanimously approved the proposal from Gerhold Electric Inc. in the amount of \$55,685 to install dedicated electrical service at three community gate access points. A budget amendment of \$64,038 is requested to also include an additional 15% for unforeseen conditions. Gerhold Electric has prior experience in the Gated Community through its work on the original camera and security system installation. This project addresses longstanding reliability issues caused by the current electrical configuration which have resulted in intermittent outages and reduced visibility along key perimeter areas. Installing dedicated electrical service will provide a stable and independent power source for the community's security infrastructure, including surveillance cameras, gate operations, and other future enhancements that require reliable electrical service.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

|  | Amount   | Account   | Account #    |
|--|----------|---|--------------|
|  | \$64,038 | Security and Landscape Fund - Security Enhancements | 11-29-506404 |

### Sign off:

|   |                                |                          |
|---|--------------------------------|--------------------------|
| <b>Public Works &amp; Beautification Director</b> | <b>Chief Financial Officer</b> | <b>Village Manager</b>   |
| <b>Julio E. Magrisso</b>                          | <b>Claudia Dixon</b>           | <b>Jorge M. Gonzalez</b> |



# BAL HARBOUR

- V I L L A G E -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: December 9, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO ENTER INTO AN AGREEMENT WITH GERHOLD ELECTRIC INC. FOR THE INSTALLATION OF DEDICATED ELECTRICAL SERVICE AT THREE GATED COMMUNITY ACCESS POINTS; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF FIFTY-FIVE THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS (\$55,685), PLUS A FIFTEEN PERCENT (15%) CONTINGENCY FOR UNFORESEEN CONDITIONS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF SIXTY-FOUR THOUSAND THIRTY-EIGHT DOLLARS (\$64,038); AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE BAL HARBOUR CIVIC ASSOCIATION FOR COSTS INCURRED IN CONNECTION WITH SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### ADMINISTRATIVE RECOMMENDATION

It is recommended that the Village Council approve the Resolution.

### BACKGROUND

The gated residential community relies on stable electrical power to operate its security systems, including gate motors, surveillance cameras, LPR equipment, and related infrastructure. Currently, several perimeter cameras receive power through a daisy-chain connection originating from the guardhouse, creating a linear dependency in which an issue at one location can disable multiple downstream devices.

As an example, the 96th Street gate and the cameras in that area are powered by Waterfront Park's electrical service, which lies outside the Bal Harbour Civic Association (BHCA) property and beyond its operational control. If Waterfront Park experiences an outage, the 96th Street gate and its associated camera system will also simultaneously lose power, affecting both resident access and security surveillance capabilities. These conditions have resulted in periodic disruptions, reduced perimeter visibility, and temporary loss of monitoring capability.

On July 2, 2025, a significant failure occurred when power was lost at Camera Pole 6 during a rain event, interrupting power to the camera poles connected along the same chain. This resulted in the entire south wall camera section showing as "not present." CSI Video Security, the community's current security camera vendor, responded to diagnose and

correct the issue and confirmed that the existing electrical configuration presents a structural vulnerability. CSI recommended that the system be reconfigured to operate from a stable, dedicated power source.

### **ANALYSIS**

To address these issues, the BHCA proposed a project to install dedicated FPL electrical service at three gated entrance locations: the North Pedestrian Gate, the Bal Cross Drive Pedestrian Gate (commonly referred to as the Bal Harbour Shops Pedestrian Gate), and the 96th Street Gates. After creating a scope of services, 3 proposals were received. See attached Proposal Summary outlining the specifics of each proposal. Note that A&G Boring and ARC Electric need to be combined and they still do not address required components of the job. Tirone Electric does address the entire scope but is significantly higher in cost.

Accordingly, the BHCA Board, at their November 3, 2025, Board meeting, unanimously approved the proposal from Gerhold Electric Inc. in the amount of \$55,685.25. The Board also recommended budgeting a 15% contingency for unforeseen underground conditions.

Gerhold Electric Inc. is a licensed electrical contractor with the State of Florida and has been registered with the Division of Corporations since 2016. Gerhold has prior experience in the gated community through its work on the original camera and security system installation completed with Vetted Security.

Gerhold submitted the most complete proposal providing a comprehensive, turnkey installation of dedicated electrical service, including new meter pedestals, conduit installation, directional boring, engineering drawings, and coordination with FPL through final inspection and activation. BHCA subsequently consulted with FPL engineering, who confirmed available connection points and scheduled an onsite coordination meeting for December 2, 2025, to finalize tap locations and service requirements.

The proposed project will eliminate the current vulnerabilities created by shared electrical configurations and will materially improve the reliability of perimeter surveillance and gate functions. This work is eligible for reimbursement under the Security and Landscape Assessment, which authorizes expenditures supporting the safety, maintenance, and operational needs of the gated residential community. Installing dedicated electrical service will create a stable electrical foundation for existing infrastructure and future enhancements that rely on uninterrupted power.

### **THE BAL HARBOUR EXPERIENCE**

This item supports the Village's goals of Safety, Modernized Public Facilities/Infrastructure, and maintaining a Beautiful Environment by improving the reliability and performance of essential security systems.

## **CONCLUSION**

I have reviewed the recommendations and actions of the BHCA and agree that approval of this item, which will authorize the installation of dedicated electrical service at the North Pedestrian Gate, the Bal Cross Drive Pedestrian Gate, and the 96th Street Gates, will resolve ongoing reliability issues caused by the current shared electrical setup. This improvement will support stable operation of the community's security infrastructure. Therefore, I recommend approval of this item.

### Attachments:

1. BHCA Board Meeting Minutes (11/03/25)
2. Gerhold Electric Proposal
3. Proposals Summary Spreadsheet

RESOLUTION NO. 2025-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO ENTER INTO AN AGREEMENT WITH GERHOLD ELECTRIC INC. FOR THE INSTALLATION OF DEDICATED ELECTRICAL SERVICE AT THREE GATED COMMUNITY ACCESS POINTS; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF FIFTY-FIVE THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS (\$55,685), PLUS A FIFTEEN PERCENT (15%) CONTINGENCY FOR UNFORESEEN CONDITIONS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF SIXTY-FOUR THOUSAND THIRTY-EIGHT DOLLARS (\$64,038); AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE BAL HARBOUR CIVIC ASSOCIATION FOR COSTS INCURRED IN CONNECTION WITH SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, within Bal Harbour Village, the Gated Community relies on stable electrical power to operate its security systems, including perimeter surveillance cameras, gate motors, and supporting infrastructure; and

**WHEREAS**, several perimeter cameras currently receive power through a daisy-chain configuration originating from the guardhouse, which has resulted in periodic outages and loss of video coverage; and

**WHEREAS**, in response, the Bal Harbour Civic Association ("BHCA") initiated a proposed project to install independent FPL electrical service at three gate locations; and

**WHEREAS**, BHCA solicited multiple proposals for the required electrical scope and evaluated the vendors based on completeness of scope, price point, and experience working within the Gated Community; and

**WHEREAS**, Gerhold Electric Inc. offered a turnkey solution for the electrical services, and was unanimously selected by the Civic Association Board at their November 3, 2025 Board meeting; and

**WHEREAS**, the installation of dedicated electrical service at these three gates will materially improve reliability and support the long-term stability and resilience of the community's security infrastructure; and

**WHEREAS**, the Village Council has determined that approving the proposal submitted by Gerhold Electric Inc., approving a budget amendment and authorizing reimbursement to the Bal Harbour Civic Association for appropriate project-related costs is in the best interests of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2. Approval of the Gerhold Electric Proposal.** The Village Council hereby approves the proposal between the Bal Harbour Civic Association and Gerhold Electric Inc. for installation of dedicated electrical service at the North Pedestrian Gate, the Bal Cross Drive Pedestrian Gate, and the 96th Street Gates, in the amount of \$55,685 plus a fifteen percent (15%) contingency, for a total not-to-exceed amount of \$64,038.

**Section 3. Manager Authorized.** The Village Council hereby authorizes the Village Manager to review all itemized expenditures submitted by BHCA for this project to ensure accuracy and eligibility of charges, and reimburse BHCA accordingly.

**Section 4. Appropriations Approved.** That the FY 2025-26 Security and Landscape Budget is amended by \$64,038 for the installation of dedicated electrical service.

**Section 5. Implementation.** The Village Manager is authorized and directed to take all actions necessary to implement the purposes of this Resolution.

**Section 6. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 9<sup>th</sup> day of December, 2025.



---

Mayor Seth E. Salver

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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Village Attorney  
Weiss Serota Helfman Cole & Bierman P.L.



**BAL HARBOUR  
CIVIC ASSOCIATION**

**OFFICIAL MINUTES OF THE MEETING OF  
THE BOARD OF DIRECTORS  
FOR VILLAGE SUBMISSION  
BAL HARBOUR CIVIC ASSOCIATION, INC.**

A Meeting of the Board of The Bal Harbour Civic Association, Inc., a Florida corporation not-for-profit (the “Association”) was held on November 03, 2025 pursuant to the By-Laws of the Association.

The following directors were present via Zoom:

- Eitan Zimmerman, President
- Jose Biton, Vice President
- Rita Collins, Secretary
- Neca Logan, Treasurer
- Daniel Mael, Director

The following persons were also present via Zoom:

- Ana Chaverria, Property Manager

The meeting was called to order at 7:00 PM virtually via Zoom.

Quorum was established.

The following actions were taken:

1. A vote was taken to approve the official name of the gated community as “Bal Harbour Estates,” resulting in unanimous 5-0 approval.

This action formalizes the Association's use of "Bal Harbour Estates" in all official communications and documents. Management is authorized to proceed with any administrative steps necessary to implement the name, including requesting a Village Council resolution recognizing the designation.

2. A vote was taken to approve the proposal from Gerhold Electric for the installation of underground power along Park Drive North to South, resulting in a unanimous 5-0 approval.

The approved proposal provides the electrical infrastructure necessary to support the community's security systems, including surveillance cameras and related equipment. The total project cost is \$55,685.25, with an approved 15% contingency allowance for unforeseen field conditions.

3. A vote was taken to support the proposed lot split at 44 Bal Bay Drive, resulting in a unanimous 5-0 approval.

The board agreed to support the property owner's plan to subdivide the parcel into three single-family home lots, consistent in size and character with other lots along Bal Bay Drive. The board noted that the proposal aligns with the community's objectives to encourage thoughtful development and maintain neighborhood character. A formal Letter of Support was issued to the Village Manager on behalf of the Association, signed by the BHCA President.

4. A vote was taken to support a request for the Village to review and amend current zoning and ARB design requirements related to garage orientation, resulting in a unanimous 5-0 approval.

Concerns were raised regarding the functionality of current side-loading garage designs and their impact on street parking and traffic flow. The board agreed to support allowing greater flexibility in garage placement and orientation for new residential construction, permitting both straight-on and side-entry designs where appropriate. Eitan Zimmerman will bring this recommendation to the Village Council for consideration of a potential code amendment to address these concerns and improve overall neighborhood planning.

The Meeting was adjourned at 8:05 PM.

Dated as of November 07, 2025.



---

Eitan Zimmerman, President 2025-26  
Bal Harbour Civic Association, Inc.



3851 NW 124th Ave, Coral Springs, FL 33065754-581-4510

|   |  |
|---|--|
| Attn: Ana Chaverria<br>Phone: 8325073568<br>Email: info@balharbourcivicassociation.com<br>Company: Ana Chaverria<br>Address: 1 Harbour Way, Bal Harbour, FL 33154 | Date: Sep 9, 2025<br>Re: Provide power to the gates<br>File Number: 4078<br>Property: Bal Harbour<br>Address: 1 Harbour Way, Bal Harbour, FL 33154 |
|---|--|

As requested, we are pleased to offer our electrical proposal for the above referenced project as follows:

**SPECIFIC INCLUSIONS**

**South Gate** \$23,762.25

Supply and install a 100amp service next to the black wall on the SE corner.  
 Directional bore from the existing transformer approximately 135' to the NW of the gate with 2" conduit.  
 Set a concrete pedestal and a 100amp meter combo.  
 Supply and install conduit to gate control box/camera box on the black wall.  
 Move gate power from existing power source to new service.  
 Move camera power to the new service.  
 Provide an MOT during boring process.  
 GPR the area prior to boring.  
 NOTE: Property manager is responsible for coordination with the Gate company and Camera company to be present during the changeover process.  
 NOTE: This is assuming that there are open lugs in the FPL transformer.

| Material Description   | Qty | Unit Price  | Subtotal           |
|--|-----|-------------|--------------------|
| Electrical & Lighting  | 1   | \$18,812.25 | \$18,812.25        |
| Provide engineer stamped drawings, onsite meetings, FPL coordination, permit application submission, locates | 1   | \$4,950.00  | \$4,950.00         |
| <b>Material Total</b>  |     |             | <b>\$23,762.25</b> |

**Bal Cross Dr Gate** \$25,200.00

Supply and install a 100amp service next to the black wall on the SE corner.  
 Directional bore from the existing transformer on the East side of Park Dr approximately 260' to the SE of the gate with 2" conduit.  
 Set a concrete pedestal and a 100amp meter combo.  
 GPR the area prior to boring.  
 NOTE: This is assuming that there are open lugs in the FPL transformer.

| Material Description   | Qty | Unit Price  | Subtotal           |
|--|-----|-------------|--------------------|
| Electrical & Lighting  | 1   | \$20,250.00 | \$20,250.00        |
| Provide engineer stamped drawings, onsite meetings, FPL coordination, permit application submission, locates | 1   | \$4,950.00  | \$4,950.00         |
| <b>Material Total</b>  |     |             | <b>\$25,200.00</b> |

**North Gate** \$6,723.00

Supply and install a 100amp service next to the fence on the SE corner.  
 Trench from the existing transformer approximately 10' to the the new service with 2" conduit.  
 Set a concrete pedestal and a 100amp meter combo.  
 NOTE: This is assuming that there are open lugs in the FPL transformer.

| Material Description | Qty | Unit Price | Subtotal |
|----------------------|-----|------------|----------|
|                      | 161 |            |          |

|  |   |                       |                   |
|--|---|-----------------------|-------------------|
| Electrical & Lighting  | 1 | \$4,563.00            | \$4,563.00        |
| Provide engineer stamped drawings, onsite meetings, FPL coordination, permit application submission, locates | 1 | \$2,160.00            | \$2,160.00        |
|  |   | <b>Material Total</b> | <b>\$6,723.00</b> |

**MOBILIZATION & LEAD TIMES**

- Two working day mobilization upon signed agreement.
- 0 day lead time.

**QUALIFICATIONS**

1. Our offer is firm for 30 thirty days from the date listed above.
2. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
3. Unless noted in the specific inclusions, our work will be performed during our normal working hours and workweek.

**SPECIFIC EXCLUSIONS**

1. All permit costs/fees are to be paid by others.
2. All utility fees are to be paid by others.
3. Any work not explicitly identified by this proposal is not included.
4. Overtime inspections.
5. Re-inspection fees resulting from failed inspections due to another trade.
6. Conduit, wiring, disconnects or related electrical materials/components/systems not mentioned in our "Inclusions."
7. Waste removal fees.
8. Cutting, removal and patching of concrete, asphalt, block, and drywall.

This proposal is based on the following documentation and as indicated in the scope of work below.

|                         |             |
|-------------------------|-------------|
| <b>Section Subtotal</b> | \$55,685.25 |
| <b>Subtotal</b>         | \$55,685.25 |
| <b>Taxable Subtotal</b> | \$12,060.00 |
| <b>Tax Amount</b>       | \$0.00      |
| <b>Total</b>            | \$55,685.25 |

**Total Proposal as Outlined Above..... \$55,685.25**

Our goal is to provide quality electrical construction and competitive pricing. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below.

Sincerely,  
Project manager

**ACCEPTANCE OF PROPOSAL**

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.

**Proposal Summary – Dedicated Power for Gate Infrastructure  
November 19, 2025**



| Proposal Name                       | Vendor                 | Submission Date | Proposal Amount | Status   | Notes   | Proposal Notes:  |
|-------------------------------------|------------------------|-----------------|-----------------|----------|---|--|
| Gerhold Electric Inc - Quote 4078   | Gerhold Electric Inc   | 9/9/2025        | \$55,685.25     | Approved | Vendor provided a complete, end-to-end turnkey solution, offered the most favorable pricing relative to scope, and has prior experience working within the Gated Community. | Gerhold Electric Inc. submitted a proposal to supply and install dedicated electrical power to three gates in Bal Harbour, including the South Gate (\$23,762.25), the Bal Cross Drive Gate (\$25,200.00), and the North Gate (\$6,723.00). The scope includes installation of 100-amp services, directional boring and trenching, concrete pedestals, and meter combinations at each location, along with coordination with FPL, engineer-stamped drawings, onsite meetings, and permit application submission. Mobilization is scheduled within two working days of agreement, and the offer is valid for 30 days assuming open lugs in the FPL transformer. Exclusions include permit and utility fees, overtime or re-inspection fees, waste removal, and any work not specifically listed. The proposal totals \$55,685.25 with no tax applied and constitutes the entire agreement with no additional representations or promises. |
| Tirone Electric Inc - 6A25-036      | Tirone Electric Inc    | 9/18/2025       | \$156,900.00    | Rejected | Significantly higher in cost relative to the scope provided.  | Tirone Electric, Inc. submitted a proposal to install new electrical services and infrastructure for three entrance gates in Bal Harbour Village. The scope includes new FPL services and load centers with generator (Camlock) connections at the North and West entrances, with the Central East Gate powered from the West Entrance service using step-up transformers. The proposal totals \$156,900.00 and is valid for 30 days, inclusive of permits, inspections, and engineered drawings, but excluding FPL fees and the portable generator. Work will follow current NEC standards, includes a 12-month warranty on materials and labor, and may be adjusted based on final engineering and required approvals. Additional charges may apply for unforeseen electrical violations, and the project will be managed by Levarado Bain.  |
| A&G Boring Proposal                 | A&G Boring Service LLC | 9/19/2025       | \$25,928.93     | Rejected | Proposal covers boring only. Not a complete scope even when combined with ARC Electric.   | A&G Boring Service LLC submitted a proposal for directional drilling and installation of 825 feet of 2-inch conduit, priced at \$25 per foot for drilling and \$2.25 per foot for conduit material, with additional charges for private locator services and mobilization. The total quoted cost is \$25,928.93, valid for 30 days and subject to adjustment based on actual footage. The proposal limits drilling to a maximum of five conduits per shot, includes net-30 payment terms, and requires a signed acceptance to proceed.   |
| ARC Electrical Corp - Estimate 1396 | ARC Electrical Corp    | 7/24/2025       | \$15,000.00     | Rejected | Limited to small conduit-related work. Still lacks major required components.   | ARC Electrical Corp submitted a \$15,000 proposal to install 3,000 feet of ¾-inch PVC conduit with wiring to support security cameras. The scope includes conduit and wire installation only, with camera power supplies to be provided separately.  |



# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH PURPLE PUBLIC RELATIONS FOR COMMUNICATIONS, BRANDING, AND PUBLIC RELATIONS SERVICES IN SUPPORT OF THE VILLAGE'S 2026 MILESTONE YEAR.**

### Issue:

Should the Village approve an agreement with Purple Public Relations to provide year long communications, branding, and public relations services for the 2026 milestone year?

### The Bal Harbour Experience:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Beautiful Environment              | <input type="checkbox"/> Safety                      | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input checked="" type="checkbox"/> Destination & Amenities | <input checked="" type="checkbox"/> Unique & Elegant | <input type="checkbox"/> Resiliency & Sustainable Community          |

### Item Summary / Recommendation:

This item authorizes the Village Manager to execute an agreement with Purple Public Relations to provide strategic communications, branding, and public relations support throughout the Village's 2026 milestone year. As Bal Harbour prepares to celebrate its 80th anniversary alongside the nation's 250th anniversary, and with South Florida hosting several major global events, there is a unique opportunity to elevate the Village's profile and reinforce its identity as a premier luxury destination.

Purple PR will develop and implement a comprehensive communications strategy, support the Village's milestone programming, craft messaging tied to national celebrations, and manage media outreach related to major regional events such as the FIFA World Cup, Formula 1 Miami Grand Prix, the Miami Open, and the College Football Playoff National Championship. Purple's experience with luxury destinations, high-profile activations, and global media placement will help ensure consistent, high-quality messaging that enhances the Village's visibility and supports the Village's Resort Tax efforts. Funding for this agreement, in an amount not to exceed \$50,000, is budgeted in the FY26 Resort Tax fund.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Advisory Board Recommendation:

The Resort Tax Committee unanimously recommended Purple PR as the firm best suited to support the Village's communications and branding needs for the 2026 milestone year.

### Financial Information:

| Amount   | Account                                    | Account #    |
|----------|--|--------------|
| \$50,000 | Resort Tax Fund - Sales/PR - Opportunities | 10-52-504866 |

### Sign off:

| Director           | Chief Financial Officer | Village Manager   |
|--------------------|-------------------------|-------------------|
| Ramiro J. Inguanzo | Claudia Dixon           | Jorge M. Gonzalez |



# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 9, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH PURPLE PUBLIC RELATIONS FOR COMMUNICATIONS, BRANDING, AND PUBLIC RELATIONS SERVICES IN SUPPORT OF THE VILLAGE'S 2026 MILESTONE YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Bal Harbour Village is preparing for an especially significant year in 2026, during which the Village will celebrate its 80th anniversary while the United States observes its 250th anniversary. At the same time, South Florida will host several major sporting and cultural events, including the College Football Playoff National Championship, the Miami Open, the Formula 1 Miami Grand Prix, and the FIFA World Cup matches scheduled for the summer. Anticipating the heightened national and international attention that these events will generate, the Village sought proposals for public relations support to enhance visibility and communicate the Village's role in these milestone events. The following public relations firms submitted proposals to the Village: (1) Carma Public Relations, (2) DT Public Relations Agency, (3) Purple Public Relations, and (4) Shade Public Relations Group. Each of these firms provided formal presentations to the Resort Tax Committee on November 17, 2025. Following these presentations, the Resort Tax Committee unanimously recommended Purple Public Relations as the firm most aligned with the Village's public relations goals and branding needs. The funding for this engagement was approved by the Village Council during the Fiscal Year 2025-2026 budget process and is included in the FY26 Resort Tax budget.

### **ANALYSIS**

The purpose of this item is to engage a public relations firm that can provide comprehensive communications, public relations and branding support throughout 2026. Purple PR demonstrated the strongest alignment with the Village's luxury brand identity, strategic communications needs, and the scale of events anticipated in the coming year. Purple PR is a globally recognized communications agency specializing in luxury brands, culture, and innovation, with offices in London, New York, Miami, Los Angeles, and Hong Kong. Founded in 1997, the firm has developed a reputation as one of the most influential

communications agencies in the luxury, lifestyle, fashion, hospitality, and premium destination sectors. Their global network and Miami-based presence allow them to promote Bal Harbour Village using an integrated model that combines local knowledge with international reach.

Purple PR's London office and established United Kingdom presence offer a strategic advantage for Bal Harbour Village. The UK remains one of the Village's highest-value international visitor markets, and strengthening visibility in this region is a priority for the Resort Tax program. A firm with an on-the-ground UK team, strong luxury-sector media relationships, and active cultural work in London enhances the Village's ability to reach high-net-worth travelers, global consumers, and strategic partners. This international footprint—particularly the connection between Miami and London—supports the Village's long-term goals for visitor growth, cultural relevance, and global brand elevation.

Purple PR's services include public relations, media outreach, digital and social media strategy, creative content development, brand strategy, VIP and influencer engagement, talent partnerships, and event-driven activations and communications. Their expertise spans art, design, culture, hospitality, high-end retail, property and placemaking, and large-scale events, areas that directly overlap with Bal Harbour's Resort Tax industries and the Village's image as a premier luxury destination. Their approach to aligning business goals with cultural energy is consistent with the Village's aspirations for 2026, which include elevating resident and visitor experience, strengthening the Village's global profile, and showcasing its cultural and historical significance.

Purple PR's scope of work (Attached) for Bal Harbour Village includes developing a comprehensive communications and brand strategy for the full 2026 calendar year; supporting the Village's 80th anniversary programming; promoting activities tied to the United States 250<sup>th</sup> anniversary; and coordinating media efforts linked to major regional events, including FIFA World Cup matches and other South Florida hosting activities. Their ability to secure national and international media placements, create compelling storytelling, coordinate influencer and VIP engagement, and support on-site press activations will allow the Village to maximize visibility during a year of unprecedented public interest. This work will enhance the Village's global image while supporting economic activity within the Resort Tax district. The total cost of services will not exceed \$50,000 through the end of the fiscal year, consistent with the approved FY26 Resort Tax budget.

### ***THE BAL HARBOUR EXPERIENCE***

This initiative supports *The Bal Harbour Experience* by enhancing the Village's image, elevating its reputation as a world-class luxury destination, and improving the way residents and visitors engage with Village programming. The combination of historical celebrations and globally significant events provides a unique opportunity to highlight the Village's culture, hospitality, and community values. Purple PR's expertise in luxury and destination communications aligns with the Village's strategic goals of maintaining excellence, showcasing its distinctive character, and delivering an elevated experience.

Through strengthened branding, consistent messaging, and expanded media visibility, the Village can further reinforce the high-quality experience that defines Bal Harbour.

### **CONCLUSION**

The Village Council is asked to consider approval of a Resolution authorizing the Village Manager to execute an agreement with Purple PR for public relations services during the 2026 milestone year, in an amount not to exceed \$50,000. Purple PR has demonstrated the strongest alignment with the Village's luxury brand identity, communications needs, and strategic priorities for the upcoming year. Based on the Resort Tax Committee's unanimous recommendation and the firm's proven ability to support high-profile events and destination branding, approval of this item is recommended.

### **Attachments:**

1. Agreement with Purple Public Relations
2. Scope of Work

**RESOLUTION NO. 2025-\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH PURPLE PUBLIC RELATIONS FOR COMMUNICATIONS, BRANDING, AND PUBLIC RELATIONS SERVICES IN SUPPORT OF THE VILLAGE'S 2026 MILESTONE YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Bal Harbour Village will celebrate its 80th anniversary in 2026, coinciding with the United States' 250th anniversary and a series of major regional and global events that will bring heightened attention to South Florida; and

**WHEREAS,** the Village seeks to enhance its communications, branding, and strategic messaging to appropriately represent the community during this period of significant public interest and visibility; and

**WHEREAS,** Purple Public Relations is a globally recognized communications agency with specialized expertise in luxury destinations, culture, hospitality, and large-scale event activations, and is well positioned to assist the Village in elevating its profile throughout the 2026 milestone year; and

**WHEREAS,** the Village Council finds that securing strategic communications services for this unique year will support the Village's branding objectives, strengthen resident and visitor engagement, and help maximize the Village's visibility during major local, national, and international events.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1.    Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2.    Authorization.** The Village Manager is hereby authorized to execute an agreement with Purple Public Relations for communications, branding, and public relations services in support of the Village's 2026 milestone year, in an amount not to exceed \$50,000, consistent with the approved FY26 Resort Tax budget.

**Section 3. Implementation.** The Village Manager and Village officials are authorized to take all necessary steps to implement the intent of this Resolution, including executing all related documents and coordinating with Purple Public Relations to carry out the approved scope of work.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 9<sup>th</sup> day of December, 2025.



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Mayor Seth E. Salver

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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Village Attorney  
Weiss Serota Helfman Cole & Bierman P.L.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
BAL HARBOUR VILLAGE and PURPLE PR**

This Professional Services Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2025 (the "Effective Date") between Bal Harbour Village, a Florida municipality (the "Village") and Purple Public Relations, whose business address is 3050 Biscayne Boulevard, Suite 604, Miami, FL 33137 (the "Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Contractor wishes to engage a public relations firm to provide comprehensive communications, public relations and branding support in conjunction with the Village's 80<sup>th</sup> anniversary;

**WHEREAS**, the Village reviewed the proposals from interested firms and determined it is in the Village's best interest to utilize the services of Purple PR and enter into an agreement for a one-year term, these services.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Village and Contractor hereby agree as follows:

- I. **TERM.** The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of one year unless otherwise terminated with or without cause, in accordance with the provisions contained herein (the "Term") for an annual amount of not to exceed Fifty Thousand Dollars (\$50,000.00).
- II. **SERVICES.** Contractor agrees to provide communications and public relations services during the 2026 milestone year. (collectively, the "Services"), a complete list of which is attached hereto as Exhibit "A." During this engagement, the Parties may mutual agree to revise the Scope of Services in conjunction with milestone activities.
- III. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and independent Contractor. Village shall not control the means and methods used by Contractor in performing the Services. Contractor shall perform the Services at the request of the Village Manager or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between Village and Contractor. Contractor shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Village or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of Village. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Village, nor any rights generally afforded the Village employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Village are not available to Contractor or to any employee or agent of the Contractor. All employees and sub-contractors of the Contractor shall be considered to be, at all times, the sole

employees or contractors of the Contractor, under its sole direction and not an employee, contractor or agent of the Village.

IV. **COMPENSATION.** The Village shall pay Contractor a total fee in the amount of Fifty Dollars (\$50,000.00) to be invoiced to the Village monthly.

V. **WARRANTIES.** Contractor represents and warrants that Contractor is free to enter into the terms of this Agreement and that Contractor has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Contractor further represents and warrants that Contractor has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy. This Section 5 shall survive termination of this Agreement.

VI. **TERMINATION.**

**a) Termination for Cause.** If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Contractor shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by the Contractor. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Contractor. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees

**b) Termination for Convenience of the Village.** The Village may also, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term or Renewal Term by giving written notice to Contractor of such termination; which shall become effective ten (10) days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Village, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

**c) Termination for Insolvency.** The Village also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary

bankruptcy or makes an assignment for the benefit of creditors. In such event, the rights and obligations of the parties shall be the same as provided for in Section 6(b).

VII. **MISCELLANEOUS.**

**a) Notices.** All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

**b)**

To Village: Jorge Gonzalez, Village Manager  
Bal Harbour Village  
655 95th Street  
Bal Harbour, FL 33154

Copy to: Susan Trevarthen, Village Attorney  
Weiss Serota Helfman Cole & Bierman, PL  
200 East Broward Blvd. Suite 1900  
Fort Lauderdale, FL 33301

To Contractor: Purple Public Relations  
3050 Biscayne Blvd. Suite 604  
Miami, FL 33137

VIII. **Compliance with Laws.** Contractor agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction. Contractor shall make its services available to Village residents without regard to race, color, religion or sex, or as otherwise provided by law.

IX. **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

X. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of

any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other Party.

- XI. **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
- XII. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.
- XIII. **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- XIV. **Force Majeure.** Non-performance of Contractor or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- XV. **Governing Laws.** This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement or the Services.
- XVI. **Entire Agreement.** The Agreement and its exhibits constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- XVII. **Indemnification.** To the extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Village and its directors, officers and employees from and against any liability (including, without limitation, reasonable costs and attorney's fees) incurred by

the Village to the extent caused by Contractor's negligent acts, errors or omissions, or the failure, malfunction, installation or removal of the Decorations, including judgments in favor of any third party.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

- XVIII. **No Contingent Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- XIX. **Access to Records and Audit Clause.** Contractor agrees to permit the Village to examine all records which are, in any way, related to the Services provided in this Agreement, and grants to the Village the right to audit any books, documents and papers of Contractor that were generated during the course of the administration of this Agreement. Contractor shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes. Upon the Village's request, Contractor shall provide the Village with copies of all public records related to this Agreement, at no cost to the Village.
- XX. **Non Discrimination.** Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in, during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.
- XXI. **Contractor's Compliance With Florida Public Records Law.** Pursuant to Section 119.0701 of the Florida Statutes, Contractor agrees to:
- A. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
  - B. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection

with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Contractor's workpapers shall remain the sole property of Contractor, and are not subject to the terms of this Agreement.

- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Contractor will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 [clerk@balharbourfl.gov](mailto:clerk@balharbourfl.gov) OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.**

XXII. **INSURANCE.** Contractor shall at all times carry comprehensive general liability insurance, comprehensive automobile liability insurance, and workers' compensation insurance (if applicable) with minimum policy limits for each coverage in the amounts specified in the below:

- a) Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
  - Employer's Liability with a minimum limit per accident in accordance with statutory requirements; and
  - The policy must be endorsed to provide Village with 30 days' written notice of cancellation and/or restriction.
- b) General Liability coverage must include:
  - \$2,000,000.00 combined limit per claim; and
  - Contractual coverage applicable to this specific Agreement, including any hold harmless and/or indemnification Agreement.

- c) Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- \$2,000,000.00 combined single limit per accident for bodily injury and property damage;
  - Owned Vehicles;
  - Hired and Non-Owned Vehicles;
  - Employee Non-Ownership; and
  - The policy must be endorsed to provide the Village with 30 days' written notice of cancellation and/or restriction.

Contractor shall provide the Village with certificates of insurance evidencing the coverage required herein. All insurance policies shall be issued by companies authorized to do business in the State of Florida and shall have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition. With the exception of the worker's compensation insurance, Contractor shall provide an endorsement to the policy naming the Village as additional insured and providing that the policy may not be cancelled without thirty days' prior written notice to the Village.

**XXIII. SCRUTINIZED COMPANIES LIST.** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**XXIV. E-VERIFY.** Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All

persons (including sub-vendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

XXV. **HUMAN TRAFFICKING.** By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 787 06, Florida Statutes. This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Agreement and must be executed by the Contractor when entering into an agreement with the Village.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall also be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Agreement even if the Contractor was not in violation at the time it submitted its Affidavit.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, Contractor has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONTRACTOR :  
Purple PR

VILLAGE :  
Bal Harbour Village  
655 Ninety-Sixth Street  
Bal Harbour, FL 33154

By: \_\_\_\_\_  
Manager

By: \_\_\_\_\_  
Jorge M. Gonzalez, Village

Attest : \_\_\_\_\_  
Dwight S. Danie, Village Clerk

Approved as to form and legal sufficiency, for the use and reliance of the Bal Harbour Village only.

By: \_\_\_\_\_  
Village Attorney

# PURPLE

**CLIENT**  
US PR SUPPORT  
*SCOPE OF WORK*  
**Bal Harbour Village**

## **OBJECTIVES & VISION FOR PR**

Bal Harbour Village is entering a pivotal period of cultural programming, destination storytelling, and milestone preparation ahead of its 80th anniversary in 2026. Our goal is to elevate Bal Harbour Village as a leader within the modern luxury, travel, culture, and community landscape through a strategic and integrated communications approach. This PR strategy will amplify storytelling, build cultural relevance, and increase visibility with target audiences locally, regionally, and nationally - while spotlighting Bal Harbour's unique blend of luxury, art, nature, and lifestyle experiences.

We will deliver a targeted roadmap to ensure strong share of voice, media coverage around pre-determined initiatives, and high-quality alignment across all key moments.

## **1 | STRATEGY & BRAND DEVELOPMENT**

PURPLE will act as an extension of Bal Harbour Village's internal team to build and maintain a PR strategy that supports targeted visibility and amplification of key programming.

### **Deliverables include:**

- Initiative specific strategies around key initiatives (December 2025 – September 30, 2026)
- Communications timeline mapping out key dates and benchmarks
- Destination-led narratives and talking points
- Editorial and tastemaker target list development (national + regional)
- Positioning Bal Harbour Village as a resort-style luxury destination
- Messaging framework to support key cultural programming, activations, and community initiatives
- Review, development and maintenance of press kit materials: press releases, fact sheets, executive bios, image/video asset libraries

- Ongoing counsel for programming, calendar moments, and 80th anniversary planning
- Strategic input into larger 2026 milestones and media sequencing, including FIFA 2026

## 2 | PRESS & MEDIA RELATIONS

PURPLE will operate a fully responsive press office on behalf of Bal Harbour Village, proactively securing high-value media opportunities across travel, lifestyle, design, culture, and regional press.

### Deliverables include:

- Always-on media office managing inbound and reactive requests
- Proactive pitching across national and regional press (long- and short-lead): destination features (NY focus, national), holiday/resort storytelling, trend pieces, roundups, destination guides
- Local and regional pitching for specific community and seasonal events
- Coordination of individual press stays or hosted visits as relevant
  - Hosting 1–2 national media or influencers around major tentpole activations \*optional
- Media relations support for programming including:
  - **Salon du Vintage (Dec 12–14, 2025)** — pitching, invites
  - **Fleurs de Villes (Feb 27–Mar 8, 2026)** — pitching, floral workshop amplification, hotel activations
  - **4–5 year-round wellness, art, and cultural program moments** — (Dec 2025–Sept 2026)
  - **Early 80th anniversary storytelling** ahead of 2026: historical exhibit (early Jan–Mar 2026) and Collins Ave sign unveil (2026)
- Strategic sequencing of announcements tied to milestone events

## 3 | KOL & INFLUENCER RELATIONS

PURPLE will activate a curated network of influencers and tastemakers to drive organic visibility and support community programming.

### Deliverables include:

- Identification of aligned influencers (national + regional)
- Targeted outreach for event attendance and experience-based content
- Local creator and influencer engagement to drive community turnout
- Specific targeting for: mom/family influencers for park activations; lifestyle, travel, and design creators for cultural programming
- Coordination of influencer RSVPs, onsite flow, and deliverables
- Hosting 1–2 strategic national media or influencers around key tentpoles \*optional
- Management of inbound influencer requests and amplification of organic VIP attendance where relevant
- Partnership ideation for early 80th anniversary storytelling

#### **4 | SPECIAL PROJECTS: FIFA WORLD CUP 2026 (PLANNING PHASE)**

PURPLE will support Bal Harbour Village in early ideation and planning for FIFA 2026 alignment.

##### **Deliverables include:**

- Concept development for a large-scale interactive installation at Bal Harbour Shops (mid-May 2026)
- Cultural, community, and luxury positioning recommendations
- Early media + influencer angles for future rollout
- Strategic sequencing for FIFA-related storytelling

\*Should event-PR specific services be needed: guest list curation, invites 20+ or more, photo agency booking, face sheet, shot list, onsite FOH/check in, onsite photography shadowing, post-event media alert, etc. additional fee may apply based on remit.

#### **5 | ADMIN**

##### **Deliverables include:**

- Email correspondence as needed

- Monthly calls with Bal Harbour Village to align on strategy, progress and priorities
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## **CONTRACT & REMUNERATION**

10-Month Retainer Fee:

- \$5,000 per calendar month

This fee excludes:

- Celebrity/influencer talent fees, travel costs, and out-of-pocket expenses
- Staff travel costs and accommodations
- Third-party production or event costs
- Event PR services (20++ guests)

## **PURPLE Terms & Conditions**

- *Term: One year, with option to terminate with three (3) months' written notice at the 9 month mark*
- *First invoice: Includes a one-month deposit, applied to the final month of service*
- *Payment terms: To be determined based on a credit check using Experian*
- *Third-party expenses: Pre-paid in lump sums based on agreed upon budgets*
- *Commercial partnerships: Additional 20% fee on gross sums payable from any commercial partnerships introduced by PURPLE*
- *Large-scale events (beyond the single agreed event): Charged separately based on scope*
- *Event cancellation fee: Charged if scoped events do not proceed, based on agency hours invested*
- *Annual fee review: Conducted 60 days prior to contract expiration, with potential adjustments based on CPI or scope*

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# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

A RESOLUTION APPROVING AND AUTHORIZING THE ACQUISITION OF MOTOROLA APX NEXT PORTABLE RADIOS AND RELATED EQUIPMENT FOR THE BAL HARBOUR POLICE DEPARTMENT THROUGH A LEASE PURCHASE FINANCING AGREEMENT WITH MOTOROLA CREDIT CORPORATION, WITH A FINANCED EQUIPMENT COST OF \$80,351 ANNUALLY OVER A PERIOD OF FIVE YEARS AND AN ANNUAL SUBSCRIPTION AND WARRANTY COST OF \$24,932 ANNUALLY OVER A PERIOD OF SIX YEARS, PURSUANT TO SOURCEWELL CONTRACT NO. 042021-MOT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED FINANCING AND CONTRACT DOCUMENTS.

### Issue:

Should the Council approve the purchase of Motorola APX Next portable radios for Bal Harbour Police Department through a lease purchase program?

### The Bal Harbour Experience:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Beautiful Environment   | <input checked="" type="checkbox"/> Safety | <input type="checkbox"/> Modernized Public Facilities/Infrastructure |
| <input type="checkbox"/> Destination & Amenities | <input type="checkbox"/> Unique & Elegant  | <input type="checkbox"/> Resiliency & Sustainable Community          |

### Item Summary / Recommendation:

The Police Department recommends replacing its outdated Harris portable radios with thirty-five (35) Motorola APX NEXT radios, accessories, long-term software support, and warranty coverage purchased through Sourcewell Contract #042021-MOT. This upgrade is essential to maintain compatibility with Miami-Dade County's P25 system and ensure reliable, secure, and uninterrupted communication with County 9-1-1 dispatch.

The APX NEXT radio platform provides significantly improved audio quality, building penetration, LTE-based redundancy, secure multimedia messaging, enhanced officer-location tools, and remote programming capabilities. The negotiated lease-purchase price reflects substantial discounts from Motorola's original MSRP. This approach reduces upfront budget impact, preserves liquidity, and aligns costs with the radio's lifespan.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

|  | Amount | Account | Account # |
|--|--------|---------|-----------|
|  | X      | X       | X         |

### Sign off:

|                         |                                |                        |
|-------------------------|--------------------------------|------------------------|
| <b>Chief of Police</b>  | <b>Chief Financial Officer</b> | <b>Village Manager</b> |
| Raleigh M. Flowers, Jr. | Claudia Dixon                  | Jorge M. Gonzalez      |



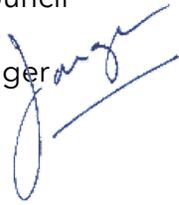
# BAL HARBOUR

- V I L L A G E -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager



DATE: December 9, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AND AUTHORIZING THE ACQUISITION OF MOTOROLA APX NEXT PORTABLE RADIOS AND RELATED EQUIPMENT FOR THE BAL HARBOUR POLICE DEPARTMENT THROUGH A LEASE PURCHASE FINANCING AGREEMENT WITH MOTOROLA CREDIT CORPORATION, WITH A FINANCED EQUIPMENT COST OF \$80,351 ANNUALLY OVER A PERIOD OF FIVE YEARS AND AN ANNUAL SUBSCRIPTION AND WARRANTY COST OF \$24,932 ANNUALLY OVER A PERIOD OF SIX YEARS, PURSUANT TO SOURCEWELL CONTRACT NO. 042021-MOT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED FINANCING AND CONTRACT DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

The Bal Harbour Police Department currently relies on Harris portable radios that are more than fifteen years old and operate on the Miami-Dade County public safety radio system. Miami-Dade County has since undertaken a countywide transition to a new Motorola radio platform, and the legacy radios used by the Bal Harbour Police Department are nearing end-of-life and will no longer be supported under the County's upgraded system. To maintain operational continuity, interoperability, and compatibility with County dispatch, Bal Harbour Police must migrate to the same platform. This need is further underscored by the fact that numerous regional public safety agencies have already transitioned to the new system. These jurisdictions include: Miami-Dade Sheriff's Office, City of Miami Police Department, Hialeah Police Department, Surfside Police Department, Coral Gables Police and Fire Departments, Miami Shores Police Department, Miami Beach Fire Department, North Miami Beach Police Department, South Miami Police Department, West Miami Police Department, Doral Police Department, Hialeah Gardens Police Department, Miccosukee Police Department, Miami Gardens Police Department, Sweetwater Police Department, and Florida International University Police Department. As these agencies represent many of our primary mutual-aid and regional partners, replacing the Bal Harbour Police Department's aging radio fleet is

necessary to meet established technical standards and ensure seamless communication across jurisdictions.

To address this requirement, Motorola Solutions has provided a proposal for a complete replacement of the Police Department's portable radio fleet with APX NEXT portable radios, associated accessories, and long-term support and software subscription services. The quote provides 35 APX NEXT multi-band 7/800 MHz portable radios, with batteries, antennas, chargers, wireless remote speaker microphones, and seven years of Device Management Services, SmartServices application subscriptions, and warranty coverage.

The proposal is offered under Sourcewell Contract #042021-MOT, with an annual purchase cost of \$80,351 for a five (5) year period and \$24,932 annually for years two through seven (for a six (6) year period) of subscription and warranty services. This project was presented to the Bal Harbour Village Budget Committee (BAC) as part of the Fiscal Year 2025-2026 (FY2026) budget. The BAC concurred with the need for this project and endorsed its implementation. In addition, this capital project was also referenced in the proposed budget document as an expected need for FY2026 pending negotiations and financing decisions.

### **ANALYSIS**

The Bal Harbour Police Department's existing portable radios were acquired more than fifteen (15) years ago and have exceeded their intended service life. Their age, combined with Miami-Dade County's transition to a new Motorola-based public safety radio platform, presents both operational and technical challenges for the Village. Bal Harbour relies on the County for 9-1-1 call-taking and radio dispatch, continued use of legacy Harris radios risks diminished reliability, reduced compatibility, and eventual loss of support as the County phases out its legacy infrastructure.

At a core level, APX NEXT strengthens the fundamentals of police communications. The radios offer significantly enhanced audio performance, clearer transmission in high-noise conditions, and ruggedized hardware capable of withstanding the environmental demands of beach, traffic, and hotel-district operations. Beyond hardware improvements, the platform leverages LTE connectivity to expand coverage, distribute intelligence, and keep officers connected even when operating outside the traditional radio footprint.

To support field operations, the system integrates a suite of mission-critical features designed specifically for front-line policing. These capabilities streamline access to information, improve coordination among units, and reduce reliance on in-vehicle computers and dispatcher intervention. The following tools represent the primary functional improvements that APX NEXT brings to the department:

#### Key Radio Capabilities

- **SmartConnect:** Automatically switches the radio from the County's P25 system to LTE broadband whenever signal strength weakens or drops—an essential function given Bal Harbour's dense high-rise hotels and condominiums, where concrete shafts, underground garages, and service corridors routinely create dead spots.

This feature ensures officers remain continuously connected to their talkgroups, maintain emergency alert capability, and never lose communication with County dispatch. By preserving radio connectivity inside large buildings and other signal-challenged environments, SmartConnect provides a critical layer of officer safety, ensuring help can be requested, received, and coordinated without interruption during high-risk or rapidly evolving incidents.

The Miami-Dade Sheriff's Office is in the final stages of full implementation of this feature. The projected timeline for this feature to be fully functional is expected to be twelve (12) to eighteen (18) months.

- **SmartLocate:** Provides real-time officer location data over LTE, significantly improving tracking accuracy indoors, in high-rise structures, and in "radio shadow" areas common throughout the Village's hotel district. By giving supervisors and dispatch precise visibility of where officers are—even when GPS or radio signals are degraded—SmartLocate enhances officer safety during foot pursuits, building searches, or any situation where an officer may be isolated or requires immediate assistance.
- **SmartMapping:** Displays officer locations, unit status, and nearby resources directly on the radio's screen, allowing officers to see their operational environment at a glance. This supports coordinated movement during events, special details, and high-risk calls while also strengthening officer safety by ensuring that responding units know exactly where fellow officers are positioned, reducing response delays and improving situational awareness in rapidly evolving incidents.
- **SmartMessaging:** Enables secure transmission of texts, images, videos, and voice notes between officers and dispatch, allowing BOLOs, floor plans, suspect photos, and other critical updates to be delivered directly to the radio. This supports real-time information transfer during active incidents—such as building searches, high-rise responses, or fast-moving calls—ensuring units receive timely and accurate updates without relying solely on voice radio or MDT access.
- **ViQi Voice Assistant:** Allows officers to conduct database queries, change channels, adjust volume, and access radio functions using natural voice commands, reducing dispatcher workload and improving situational awareness.
- **SmartProgramming:** Pushes programming changes, updates, firmware patches, and encryption keys over LTE, keeping radios current without taking them out of service.
- **End-to-End Security:** By maintaining encrypted communications across both P25 and LTE connections, APX NEXT ensures compliance with CJIS requirements and protects sensitive criminal justice data even when officers are outside traditional

coverage, using SmartConnect, or transmitting multimedia through SmartMessaging. This preserves the integrity and confidentiality of information such as license plate returns, driver records, and BOLO images while maintaining seamless, uninterrupted operational communication.

These capabilities collectively create a communications platform that is more resilient, more flexible, and far better suited to today's operational expectations. With enhanced coverage, real-time intelligence tools, and a dramatically reduced need for physical programming and maintenance, APX NEXT represents a major upgrade in both functionality and efficiency. The system ensures Bal Harbour Police Department remains fully integrated with Miami-Dade County's 9-1-1 system while equipping officers with modern tools that support safer, faster, and more informed policing.

#### Field Testing and Evaluation

Motorola Solutions representatives provided two (2) APX Next radios for our personnel to test in the field. The radios were assigned to two (2) supervisors who are currently assigned to patrol duties and have previous experience as police dispatchers. The supervisors have been utilizing these radios over the past several months to test reliability and sound quality. The supervisors have both reported that the performance of these radios has been exceptional in every aspect when compared to the current Harris radios being utilized.

Additionally, Motorola representatives and one of the supervisors conducted a field test of the SmartConnect capabilities in the field. The test was conducted on October 31, 2025 at the St. Regis Bal Harbour. The property has very limited radio signal coverage throughout all its buildings. The test was conducted in all the areas where we are currently unable to communicate with our current radios. The results of this field test resulted in the ability to communicate without any issues when utilizing both the Wi-Fi and LTE signals to communicate. The supervisor also reported the automatic switching between all the available signals (Radio, Wi-Fi, LTE), occurred without fail. This capability adds the ability to maintain continuous communications during operations.

Lastly, Police Staff has consulted with the program coordinator for the Miami-Dade Sheriff's Office. The coordinator has been responsible for the implementation of over three thousand (3000) radios in the field for the Sheriff's office. He reported that the radios are performing as expected and have been a big improvement over the Harris radios.

#### Pricing

Motorola Solutions provided pricing through Sourcewell Contract #42021, this type of pricing ensures the radios have been competitively bid. This pricing allows the Village to qualify for a discount from the Manufacturers Suggested Retail Price (MSRP) of approximately \$130,806. Village Staff also continued to negotiate an additional Incentive Discount of \$38,758. These two incentives lowered the original MSRP from approximately \$664,048.95 to approximately \$344,898 (financed over a five (5) year period) for the thirty-five (35) radios, and with an additional cost of \$24,932 annually for years two (2) through seven (7) of subscription and warranty services.

The purchasing strategy which will be utilized for this project is:

### **Lease Purchase Financing**

The lease purchase model through Motorola Credit Corporation provides a financing structure that spreads the equipment cost across multiple fiscal years while deferring payment in Year 1. This approach reduces the immediate budget impact and aligns the cost of the radios with their multi-year service life. Subscriptions and warranties remain constant across all years.

### **Base Financed Amount (Equipment and Year 1 Services): \$344,898**

Below is the annual payment schedule (lease payment including finance charges and required services):

#### **5-Year Lease (1st Year Deferred)**

- **Year 1:** \$0
- **Years 2-6** Equipment Cost: \$80,351 Annually
- **Years 2-7** Subscription and Warranty Fees: \$24,932 Annually

This financing option enables the Village to avoid a large initial expenditure and instead leverage a smoother, more manageable annual cost profile. For a small municipality balancing competing capital projects, this model helps preserve liquidity, avoid drawing on reserves, and sustain long-term budget flexibility.

The terms of this lease purchase do not include any pre-payment penalties for the entire term of the lease. The Village could choose to exercise this option and use the term to continue to explore alternate funding sources such as grants.

### **THE BAL HARBOUR EXPERIENCE**

This transition supports the *Bal Harbour Experience* by ensuring the Police Department continues to deliver the high-touch, reliable public safety service expected by residents, businesses, and visitors. Seamless communication with Miami-Dade County's 9-1-1 system is essential for maintaining rapid response times, coordinated regional operations, and officer safety. The enhanced location tools, expanded coverage, and real-time intelligence features of the APX NEXT radios strengthen our ability to manage events, protect the Village's hotel and commercial districts, and maintain the visible, proactive policing model that defines the *Bal Harbour Experience*.

## **CONCLUSION**

Replacing the Police Department's aging radio fleet is essential to ensuring the continuity, reliability, and safety of the Village's public safety communications. With Miami-Dade County's migration to a new Motorola radio platform and the subsequent end-of-life status of the current Harris radios, the Village must act to maintain full compatibility with County dispatch and neighboring agencies. Modernizing the Department's radios will preserve critical interoperability, support effective emergency response, and align Bal Harbour with regional standards for public safety communications. Approval of this request is necessary to safeguard officer safety, operational readiness, and the Village's longstanding integration within the County's emergency communications network.

The proposed APX NEXT portable radio solution offers a comprehensive response to this requirement by delivering modern, mission-critical radios, LTE-enabled application services, and long-term device management, warranty, and software maintenance under a seven-year life-cycle plan. These features enhance coverage, officer safety, and situational awareness, while providing predictable costs and reducing internal workload for programming and maintenance.

The Village Council is therefore asked to consider approval of the purchase of the APX NEXT portable radio fleet and associated services under the Sourcewell contract, so that Bal Harbour Police Department can remain fully integrated with Miami-Dade County's 9-1-1 system, maintain seamless interoperability with regional partners, and continue to deliver the level of public safety and service that defines the Bal Harbour Experience.

### **Attachments:**

1. Motorola Solutions APX Next Radio Fleet Replacement Proposal
2. Amendment to Motorola Proposal
3. Sourcewell Contract #042021-MOT

RESOLUTION NO. 2025-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AND AUTHORIZING THE ACQUISITION OF MOTOROLA APX NEXT PORTABLE RADIOS AND RELATED EQUIPMENT FOR THE BAL HARBOUR POLICE DEPARTMENT THROUGH A LEASE PURCHASE FINANCING AGREEMENT WITH MOTOROLA CREDIT CORPORATION, WITH A FINANCED EQUIPMENT COST OF \$80,351 ANNUALLY OVER A PERIOD OF FIVE YEARS AND AN ANNUAL SUBSCRIPTION AND WARRANTY COST OF \$24,932 ANNUALLY OVER A PERIOD OF SIX YEARS, PURSUANT TO SOURCEWELL CONTRACT NO. 042021-MOT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED FINANCING AND CONTRACT DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Bal Harbour Village Police Department (“Department”) currently relies on Harris portable radios that are more than fifteen years old and operate on the Miami-Dade County public radio system (“County”); and

**WHEREAS**, the County has undertaken a countywide transition to a new Motorola radio platform and the Department’s current radios will no longer be supported under the County’s upgraded system; and

**WHEREAS**, replacement of the Department’s aging radio fleet is necessary to meet established technical standards and ensure seamless communication across jurisdictions; and

**WHEREAS**, to accomplish this transition, Motorola Systems (“Motorola”) has offered a complete replacement of the Department’s portable radio fleet with APX NEXT portable radios, accessories, and long-term support and software subscription services; and

**WHEREAS**, the Motorola proposal is offered under the competitively-bid and awarded Sourcewell Contract #042021-MOT, with a purchase cost of \$344,898 (financed over a five (5) year period) and an additional annual cost of \$24,932 for years two through seven for subscription and warranty services; and

**WHEREAS**, the Department will utilize a lease purchase model offered through Motorola Credit Corporate spreading the equipment costs across multiple fiscal years

while deferring payment in Year 1, resulting in a financed equipment cost of \$80,351 annually for five years and an annual subscription and warranty cost of \$24,932 annually over a period of six years; and

**WHEREAS,** the Village Council has determined that it is in the best interest of the Village to approve this lease purchase and authorize the Village Manager to execute all financing and contract documents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2. Purchase Approved.** That the purchase of Motorola APX NEXT portable radios and related equipment for the Bal Harbour Police Department through a lease purchase financing agreement with Motorola Credit Corporation, with a financed equipment cost of \$80,351 annually for five years and an annual subscription and warranty cost of \$24,932 annually for six years pursuant to Sourcewell Contract No. 042021-MOT is hereby approved.

**Section 3. Appropriations Approved.** That the appropriation of funds for this purchase for the Police Department over several fiscal years is hereby approved.

**Section 4. Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

**Section 5. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 9<sup>th</sup> day of December, 2025.



---

Mayor Seth E. Salver

ATTEST:

---

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

Village Attorney  
Weiss Serota Helfman Cole & Bierman P.L.

# BAL HARBOUR POLICE DEPARTMENT

APX NEXT PORTABLE RADIOS

NOVEMBER 26, 2025



November 26<sup>th</sup>, 2025

Chief Raleigh Flowers  
BAL HARBOUR POLICE DEPARTMENT  
9700 Collins Avenue, Suite 280  
Bal Harbour, Florida 33154

Subject: APX NEXT Radio Fleet Replacement

Dear Chief Flowers:

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide the Bal Harbour Police Department with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- APX NEXT Multi-band Radios & Accessories
- LTE Smart Application Services
- Radio Central Programming
- CommandCentral Aware
- Wave Dispatch Messaging Client
- Warranty with Accidental Damage

This proposal shall be governed by the terms and conditions of the SOURCEWELL CONTRACT #042021-MOT and its applicable Motorola Solutions Customer Agreement (MCA). This proposal shall remain valid until December 19<sup>th</sup>, 2025. The Bal Harbour Police Department can accept this proposal by signing the enclosed MCA and the accompanying Municipal Lease documentation #25788 (referencing the SOURCEWELL CONTRACT #042021-MOT and this proposal). Motorola would be pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Denise Contreras at 786-459-7806 or [denise.contreras@motorolasolutions.com](mailto:denise.contreras@motorolasolutions.com).

We thank you for the opportunity to furnish the Bal Harbour Police Department with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,  
Motorola Solutions, Inc.



Josh Trifiletti  
Area Sales Manager



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

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SECTION 1

# EXECUTIVE SUMMARY

Motorola Solutions, Inc. (Motorola) is pleased to present Bal Harbour Police Department with the following proposal. We thank you for the opportunity to work with Bal Harbour Police Department on your communication needs.

This proposal includes Next Generation APX NEXT Portable Radios which leverage LTE and SmartRadio technology to improve personnel safety. This APX NEXT platform provides situational awareness through Location Tracking and Mapping of Users, sending of Messaging & Multi-Media between users and enhancing Voice Communications over LTE Cellular. Additionally, leveraging LTE for programming of radios enhances operational efficiency for the Department.

Motorola Solutions values the opportunity to serve Bal Harbour Police Department by providing world class, mission critical technology solutions. If you have any questions, please contact Denise Contreras at 786-459-7806.

SECTION 2

# SYSTEM DESCRIPTION

## 2.1 APX NEXT PORTABLE RADIO

### 2.1.1 APX NEXT Portable Radio All-Band

**A MASSIVE ADVANCE IN MISSION-CRITICAL VOICE AND DATA** Your radio is your lifeline. APX NEXT is our next step in advancing it. It's designed to military standards for extreme ruggedness. The touchscreen works with or without gloves—in rain, dirt, and dust. Digital mics and high-power speakers deliver our best audio ever, while SmartConnect keeps you connected even beyond your P25 system. The result is a radio that works when you need it, without pause, distraction or doubt.

#### **EFFORTLESS IS ALWAYS IN REACH**

APX NEXT is designed for effortless usability when everything is on the line. Intuitive knobs and buttons are easily distinguished by touch. A mission-critical touchscreen makes it fast and easy to operate your radio. ViQi understands a huge range of natural language voice commands, so you can operate the radio with eyes-up awareness. Every interaction is simple, fast and logical. You stay focused on what matters—your mission and your safety.

#### **BRING NEW INTELLIGENCE TO THE POINT OF ENGAGEMENT**

APX NEXT mission-critical apps bring new intelligence to the field. ViQi enables natural language database queries, rapidly giving vital information, and letting dispatchers stay focused on critical situations. And as part of our unique, end-to-end public safety ecosystem, APX NEXT data and operations are secure, and new capabilities can be seamlessly added as your needs evolve.

#### **UPDATE YOUR FLEET IN MINUTES, NOT MONTHS**

APX NEXT gives you back time: a cloud-based provisioning system prepares radios before they arrive. Remote updating keeps radios in the field, with zero touch and zero downtime. MyView Portal provides direct access to subscriptions, warranties and licenses, and a range of services helps you manage your operation. With APX NEXT, your ownership experience is streamlined, so your valuable resources stay focused and ready.



Use or disclosure of this proposal is subject to the restrictions on the cover page.

## 2.1.2 Xtreme Voice Plus Remote Speaker Microphone – XVP830

The mission critical Xtreme Voice Plus (XVP830 / XVP850) Remote Speaker Microphone delivers the clearest and loudest audio communications in a sleek, compact package. Built to work as a system, the XVP RSM leverages your APX™ or APX NEXT radio audio capabilities to strengthen the most important thread of your lifeline: ultra-clear voice communications.

So no matter where you are or how you speak, you can be confident that, for every message, you'll hear and be heard clearly. In dynamic, high-stakes conditions, nothing outperforms the immediacy of voice communications. To be most effective, experience optimal audio performance with the XVP RSM when compared to standard single or dual mic RSM designs.

### KEY FEATURES

- Loudest, clearest speaker
- Multi-mic capability: four high dynamic range microphones
- Advanced windporting
- Adaptive noise suppression
- Intrinsically safe, Div 1 certified
- Enhanced ergonomic design



## 2.1.3 WM800 Wireless Remote Speaker Microphone

The WM800 Remote Speaker Microphone delivers the clearest and loudest audio communications in a wireless and sleek, compact package. Built to work over Bluetooth, your WM800 wireless speaker microphone leverages your APX™ or APX NEXT radio audio capabilities to strengthen the most important thread of your lifeline: ultra-clear voice communications.



Use or disclosure of this proposal is subject to the restrictions on the cover page.

## 2.2 SMART APPLICATION SERVICES

If proposed, a host of application services will enhance the APX NEXT device's capabilities in the following ways:

- Quick access to immediate, actionable intelligence via intuitive voice control.
- Better coverage through automatic switching between LMR and broadband connectivity via SmartConnect.
- Accurate location data over a broadband network for more informed decision making via SmartLocate.
- Immediate software and security updates in the field using high-speed bandwidth and extended coverage of LTE networks via SmartProgramming.
- Precise and accessible location information for field users on a modernized map interface via SmartMapping.
- Seamless and discrete multimedia communications over a broadband connection via SmartMessaging.

### 2.2.1 Managing and Provisioning Devices

APX NEXT delivers greater awareness and faster management of radio fleets with optimized provisioning, networking, and monitoring tools that transform accurate data into smarter action. These features enable dispatchers and network managers to make more informed operational decisions, keep radios in the field, and, above all, protect first responders' focus and safety.

Device Management Services (DMS) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX NEXT solution, while reducing maintenance risk, workload, and total cost of ownership. The DMS packages are separated into tiers designed for a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud based RadioCentral (RC) programming, APX NEXT supports faster provisioning and deployment to get devices in the hands of responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. Access to RadioCentral is provided through the Device Management Service package.

The figure below illustrates the expedited RC provisioning process of APX NEXT.

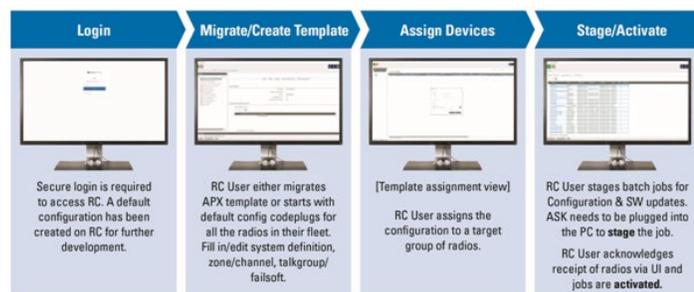


Figure 2-11: APX NEXT Provisioning Process via RadioCentral

The APX NEXT out-of-the-box experience is streamlined with a few simple steps. Users will power on the device and view a boot-up animation with startup. Status bar icons on the front

display indicate when a connection is made, and an update download is initiated. If the APX NEXT device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. For Encryption and Authentication users, a KVL needs to be connected to the radio for those services. From power on to provisioning completion takes less than a minute.

## 2.2.2 Evolving with Updates and Upgrades

APX NEXT is a future-ready platform that will evolve alongside users through updates and upgrades, delivering expanded mission-critical capabilities while keeping personnel in the field where they are needed. To this end, APX NEXT eliminates the extended downtime and shop visits often associated with device upgrades; now, software patches can be automatically installed regardless of geographic location over a broadband connection, or, if proposed, immediately pushed to the field over LTE with Motorola Solutions’ SmartProgramming service.

This streamlined process eliminates bottlenecks in the upgrade process and delivers important new features into users’ hands. Firmware upgrades will also fit more seamlessly into workflows to avoid unnecessary disruptions. The figure below illustrates how feature updates are easily deployed to the entire radio fleet.

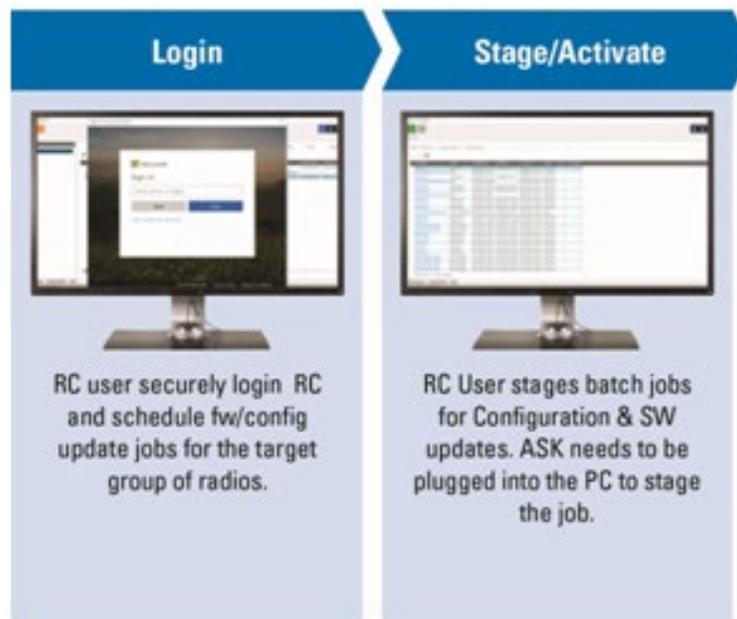


Figure 2-12: Typical Firmware and Configuration Update Process via RadioCentral

If a situation occurs where users do not have the time for an update, those updates can be delayed through a prompt until the next power cycle. This puts personnel directly in control of when updates work best for responders, especially in the chaotic environment of public safety. A snapshot of the APX NEXT device with “Install Update” prompt is shown below.



Figure 2-13: APX NEXT In-Field Update on the Device

## 2.2.3 SmartProgramming Application Service

Leveraging Device Managed Services (DMS) and RadioCentral provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency’s local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes. The SmartProgramming Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs.

## 2.2.4 Securing Communications

APX NEXT uses Motorola Solutions hardened End-to-End security to protect communications and allow only authorized units in the system to listen to transmissions. End-to-End security provides seamless protection from the device and data in transit to the cloud and the LMR system.

This solution ensures each component in the system is designed and validated against ongoing threat assessments to ensure vulnerabilities are detected and remedied, while potential new vulnerabilities will be addressed with seamless security updates. This offers transparent, real-time protection and keeps critical information and infrastructure safe.

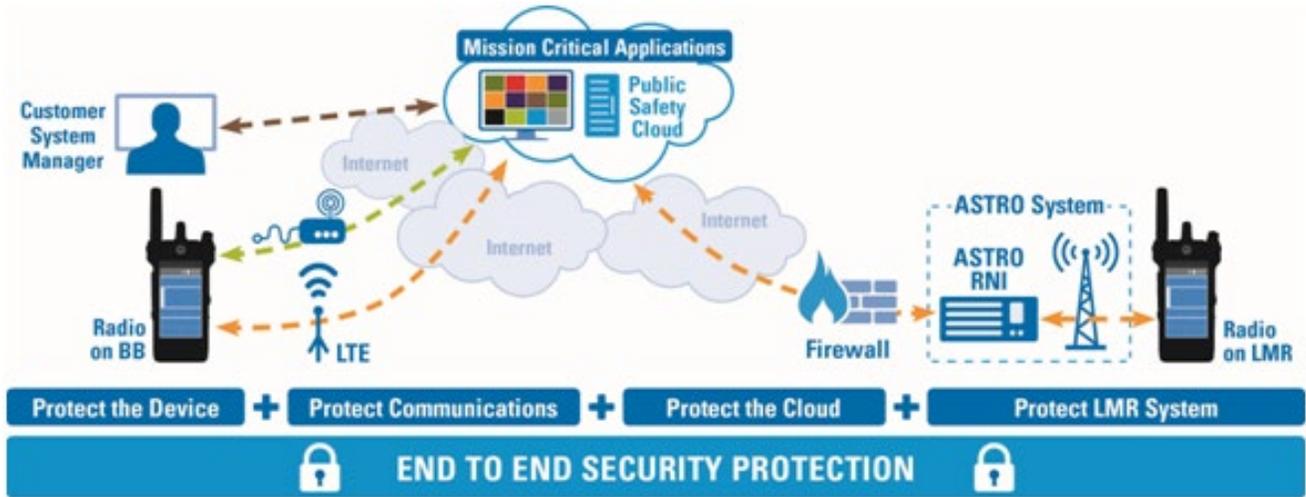


Figure 2-14: Motorola Solutions' End-to-End Security Solution

## 2.2.5 SmartConnect Application Service

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. Leveraging APX NEXT and supported devices, SmartConnect keeps users connected and maintains LMR features through a broadband connection. SmartConnect allows users to connect back into Radio System when outside of the Radio System coverage footprint via cellular on an LTE FirstNet connection.

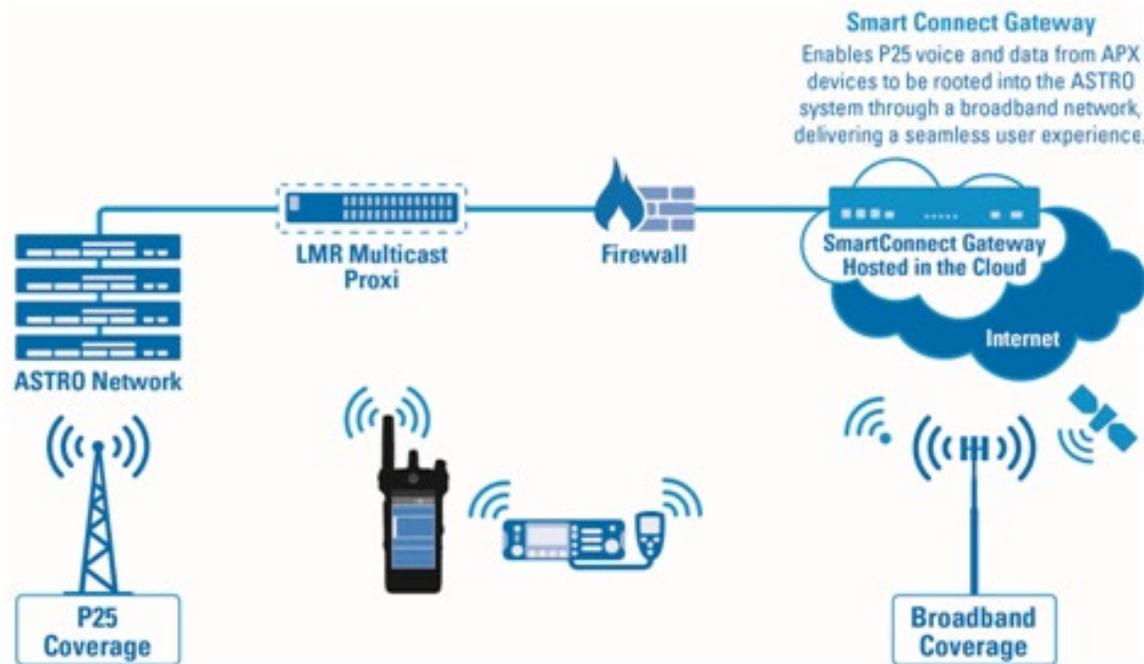


Figure 2-15: APX NEXT Network Elements of SmartConnect

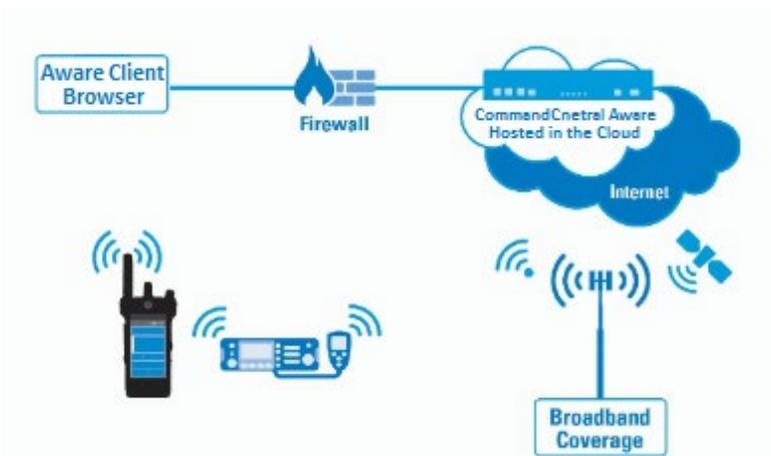
## 2.2.6 SmartLocate with CommandCentral Aware

The APX NEXT SmartLocate service enables APX NEXT portables to send accurate GPS location information of field personnel over an LTE broadband network, enabling dispatchers and other users to track units to enhance officer safety through improved situational awareness. SmartLocate enhances location information accuracy using nearby cell-towers and Wi-Fi access points. This leads to more accurate APX NEXT radio unit tracking and improved location performance when a user moves indoors or enters marginal conditions (deep street canyons, forested areas).

SmartLocate is seamlessly integrated with the CommandCentral Aware application and feature location triggers such as time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency. Dispatchers and other users are able to monitor the location of APX NEXT devices on the CommandCentral Aware client.

CommandCentral Aware's consolidated, map-based, operating picture enables enhanced information sharing and informed real time decision-making. Aware's cloud-based platform enables agencies to take advantage of new capabilities as they are developed, without an intrusive upgrade experience. Updates and new features are deployed every few weeks, and users automatically get new capabilities the next time they log

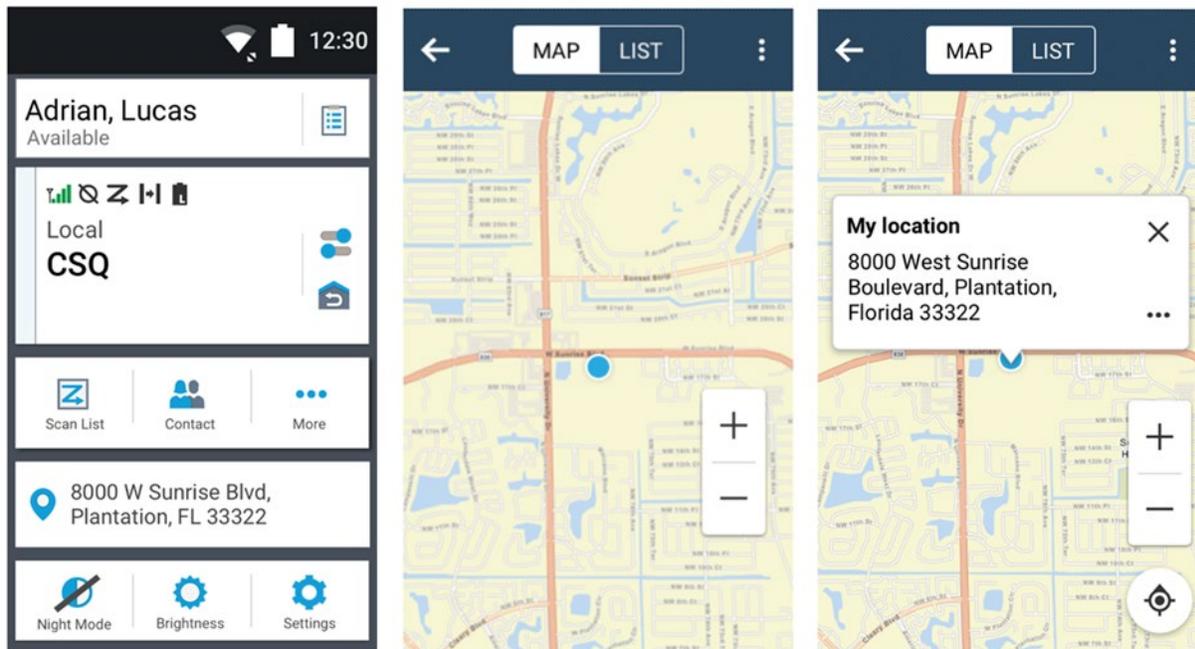
in. Cloud deployments also reduce the operational impact of faults and outages. This frees your staff to focus on strategic initiatives, instead of time-consuming tactical efforts, and drives greater value for public safety.



## 2.2.7 SmartMapping Application Service

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel.

SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT home screen to best support users wherever the mission takes them.



**Figure 2-16: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)**

SmartMapping also provides the following capabilities for APX NEXT users:

- Search for specific agency users to communicate with by using accessible, on-screen navigation and search tools.
- Select map layers to get a different view of an area, including Street View, Terrain, or Satellite Image.

Adapt to changing agency needs as new integrations and capabilities are introduced into the SmartMapping application.

## 2.2.8 SmartMessaging

You rely on radio for mission critical voice, but sometimes you need more than voice to be as safe and effective as possible. SmartMessaging is a multimedia communication tool designed for public safety that runs on your APX NEXT. With SmartMessaging, quickly and securely share text messages, images, videos, and voice notes with individuals or groups on other radios.

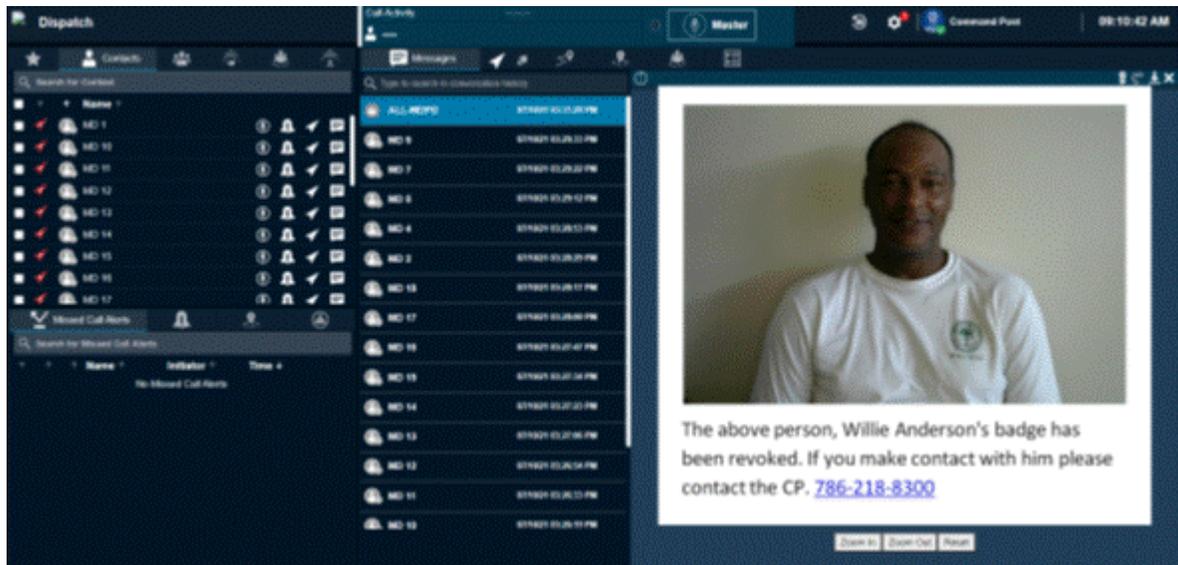


Figure 2-17: SmartMessaging Client.

Whether sending a text to stay quiet, or receiving a Bolo image from dispatch, SmartMessaging equips you for the situation with a multimedia communication toolkit, right at your fingertips.

## 2.3 APX NEXT DEVICE MANAGEMENT SERVICES- ESSENTIAL STATEMENT OF WORK

### 2.3.1 Overview

Device Management Services (“DMS”) efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

### 2.3.2 Hardware Repair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device. For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

#### 2.3.2.1 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as Customer Hub, is used to initiate a repair. A shipping label will be generated via the electronic system.

### 2.3.2.2 Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
  - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions’ cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

### 2.3.2.3 Limitations and Exclusions

- The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer’s acceptance of the quotation.
- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by: - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
- Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
- Using the device outside of the product’s operational and environmental specifications, including improper handling, carelessness, or reckless use.
- Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.

- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

### 2.3.2.4 Accidental Damage

An add-on to Hardware Repair, Accidental Damage provides repair coverage for internal and external device components damaged due to accidents or that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions hardware purchase. This offer reduces unexpected expenses relating to the repair of the device.

Accidental Damage coverage includes all Hardware Repair services, and expands coverage to include Accidental Damage. Examples of items included under Accidental Damage Coverage are:

- Electrical repair for components that are not working in accordance with published specifications.
- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version. The Customer may need to downgrade the firmware on the replacement device.

### 2.3.2.5 Added Motorola Solutions Responsibilities for Accidental Damage

- Repair or replace accidentally damaged device, as determined by Motorola Solutions.

### 2.3.2.6 Limitations and Exclusions

In addition to applicable Limitations and Exclusions for Hardware Repair, Accidental Damage limits or excludes the following:

- There is a limit of one device repair per device/per contract year with Accidental Damage coverage. This exclusion does not apply to repairs to malfunctioning components. Motorola Solutions will repair malfunctioning components covered by the standard Hardware Repair service as needed.
- Where ongoing “accidental damage” is deemed by Motorola Solutions to be excessive, systemic or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions’ discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness, or reckless use.
- Accidental Damage is quoted on a per-unit basis, is prepaid, non-cancellable, and non-refundable for the purchased service term.

### 2.3.3 Device Technical Support

Motorola Solutions’ Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations (“CMSO”) organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer’s behalf.

#### 2.3.3.1 Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

#### 2.3.3.2 Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

#### 2.3.3.3 Limitations and Exclusions

- Device support does not include Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

## 2.3.4 Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

### 2.3.4.1 Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via Customer Hub.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via Customer Hub with each release detailing new features, bug fixes, and any known issues.

### 2.3.4.2 Customer Responsibilities

- Periodically check Customer Hub for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## 2.3.5 Customer Hub Access

Customer Hub is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, Customer Hub will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

### 2.3.5.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

### 2.3.5.2 Customer Responsibilities

- Provide Motorola Solutions with contact information for administrative users.

- Administer user access.
- Provide Internet access for users to access the site.
- Attend available Customer Hub training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

## 2.4 PRICING

### 2.4.1 APX NEXT Portable Radio Pricing

The below equipment lists include the APX NEXT Portable Radio Hardware, Accessories, 7 year of SmartServices & 7 years of Warranty.

| APX NEXT MULTI-BAND PORTABLE RADIO (P25) AND ACCESSORIES<br>SUBJECT TO THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT #042021-MOT |   |         |     |             |                 |            |             |                      |  |
|--|---|---------|-----|-------------|-----------------|------------|-------------|----------------------|--|
| Part Number  | Description   | Term    | Qty | Unit List   | Ext. List Price | Discount % | Unit Sale   | Ext. Sale Price      | REFER TO SOURCEWELL Public Safety Catalog Description  |
| H45TGT9PW8AN   | APX NEXT Single-Band Portable Radio (7/800 MHz), radio includes battery, antenna and standard carry holster.<br>Features include:<br>Additional VHF frequency<br>P25 Trunking Phase 1 (FDMA) / Phase 2 (TDMA)<br>AES / DES Encryption<br>VIOI Voice Control<br>SECURITY BUNDLE:<br>Radio Authentication<br>P25 Over-the-Air Rekeying (OTAR)<br>Multikey |         | 35  | \$12,518.42 | \$438,144.70    | 27%        | \$9,138.45  | \$319,845.75         | All APX N Portable Radio Subscriber Device             |
| LSV01S03447A   | APX NEXT DMS ESSENTIAL W ACC DMG.   | 7 Years | 35  | \$947.27    | \$33,154.45     | 0%         | \$947.27    | \$33,154.45          | ASTRO Maintenance Support Services                     |
| LSV01S03082A   | RADIOCENTRAL PROGRAMMING  | 7 Years | 35  | \$224.28    | \$7,849.80      | 0%         | \$224.28    | \$7,849.80           | APX Next Application Subscription                      |
| SSV01S01407A   | SMARTPROGRAMMING  | 7 Years | 35  | \$525.00    | \$18,375.00     | 0%         | \$525.00    | \$18,375.00          | APX Next Application Subscription                      |
| SSV01S01406A   | SMARTCONNECT  | 7 Years | 35  | \$525.00    | \$18,375.00     | 0%         | \$525.00    | \$18,375.00          | APX Next Application Subscription                      |
| SSV01S01476A   | SMARTLOCATE   | 7 Years | 35  | \$525.00    | \$18,375.00     | 0%         | \$525.00    | \$18,375.00          | APX Next Application Subscription                      |
| SSV01S01907A   | SMARTMAPPING  | 7 Years | 35  | \$525.00    | \$18,375.00     | 0%         | \$525.00    | \$18,375.00          | APX Next Application Subscription                      |
| SSV01S01906A   | SMARTMESSAGING  | 7 Years | 35  | \$525.00    | \$18,375.00     | 0%         | \$525.00    | \$18,375.00          | APX Next Application Subscription                      |
| NNTN9199A  | IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA.  |         | 35  | \$181.43    | \$6,350.05      | 27%        | \$132.44    | \$4,635.40           | Bundled Subscriber Accessories with Subscriber Devices |
| NNTN9216A  | BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T.  |         | 35  | \$248.05    | \$8,681.75      | 27%        | \$181.08    | \$6,337.80           | Bundled Subscriber Accessories with Subscriber Devices |
| PMMN4158B  | WM800 WIRELESS RSM WITH BATTERY.  |         | 35  | \$602.00    | \$21,070.00     | 27%        | \$439.46    | \$15,381.10          | Bundled Subscriber Accessories with Subscriber Devices |
| PMPN4653A  | CHGR DESKTOP DUAL UNIT EXT PS NA.   |         | 35  | \$78.00     | \$2,730.00      | 27%        | \$56.94     | \$1,992.90           | Bundled Subscriber Accessories with Subscriber Devices |
| PMNN4846A  | BATTERY PACK,BATT LIION UL DIV2 IP68 2150T.   |         | 35  | \$86.90     | \$3,041.50      | 27%        | \$63.44     | \$2,220.40           | Bundled Subscriber Accessories with Subscriber Devices |
| AN000297A01  | PORTABLE ANTENNA, WHIP, ALL BAND  |         | 35  | \$127.12    | \$4,449.20      | 27%        | \$92.80     | \$3,248.00           | Bundled Subscriber Accessories with Subscriber Devices |
| SSV00S04179A   | AWARE STANDARD  | 7 Years | 1   | \$38,500.00 | \$38,500.00     | 0%         | \$38,500.00 | \$38,500.00          | APX Next Application Subscription                      |
| LSV01Q00387A   | IMPLEMENTATION AND DEPLOYMENT SERVICES AND 2-HR TRAIN-THE-TRAINER (RADIO USER TRAINER)  |         | 1   | \$8,202.50  | \$8,202.50      | 0%         | \$8,202.50  | \$8,202.50           | Motorola Subscriber Services                           |
| <b>MSRP</b>  |   |         |     |             |                 |            |             | <b>\$664,048.95</b>  |  |
| <b>Sourcewell Contract Discount</b>  |   |         |     |             |                 |            |             | <b>-\$130,805.85</b> |  |
| <b>Incentive Discount (expires December 19th, 2025)</b>  |   |         |     |             |                 |            |             | <b>-\$38,757.60</b>  |  |
| <b>Total</b>   |   |         |     |             |                 |            |             | <b>\$494,485.50</b>  |  |

**\*Price Validity – December 19<sup>th</sup>, 2025**

| Year   | Total Cost    |
|--|---------------|
| Year 1 Purchase Total (Equipment and 1-Yr of Warranty and Subscription Services) | \$ 344,897.64 |
| Year 2-7 (Warranty and Subscription Services)                                    | \$ 149,587.86 |
| Project Grand Total over 7-Years   | \$ 494,485.50 |

Use or disclosure of this proposal is subject to the restrictions on the cover page.

| Years 2 Through 7- Yearly Subscription Services and Warranty |                 |                    |                    |                    |                    |                    |                    |                     |
|--|-----------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Subscription Services and Warranty                           | Year 1          | Year 2             | Year 3             | Year 4             | Year 5             | Year 6             | Year 7             | Total               |
| Radio Central Programming                                    | Included        | \$1,569.96         | \$1,569.96         | \$1,569.96         | \$1,569.96         | \$1,569.96         | \$1,569.96         | <b>\$9,419.76</b>   |
| LTE Smart Application Services                               | Included        | \$13,125.00        | \$13,125.00        | \$13,125.00        | \$13,125.00        | \$13,125.00        | \$13,125.00        | <b>\$78,750</b>     |
| CC AWARE Standard  | Included        | \$5,500.00         | \$5,500.00         | \$5,500.00         | \$5,500.00         | \$5,500.00         | \$5,500.00         | <b>\$33,000</b>     |
| Warranty   | Included        | \$4,736.35         | \$4,736.35         | \$4,736.35         | \$4,736.35         | \$4,736.35         | \$4,736.35         | <b>\$28,418.10</b>  |
| <b>Total</b>   | <b>Included</b> | <b>\$24,931.31</b> | <b>\$24,931.31</b> | <b>\$24,931.31</b> | <b>\$24,931.31</b> | <b>\$24,931.31</b> | <b>\$24,931.31</b> | <b>\$149,587.86</b> |

\*Year 1 of the LTE Smart Application Services shall begin upon beneficial use

## 2.5 PAYMENT TERMS FOR A LEASE PURCHASE WITH MOTOROLA CREDIT CORPORATION

For the system purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice The Bal Harbour PD annually in advance of each year of the plan.

The table below provided for reference purposes only, details the payment schedule for The Bal Harbour PD.

Total Lease Amount (with 1 Year of Subscriptions services and warranty): **\$344,897.64**

**Term: 5 Years**

Payment Term: **5 Years with 1st-Year Deferred Payment**

| Description                        | Year 1            | Year 2       | Year 3       | Year 4       | Year 5       | Year 6       | Year 7      |
|------------------------------------|-------------------|--------------|--------------|--------------|--------------|--------------|-------------|
| Subscription Services and Warranty | Included in Lease | \$24,931.31  | \$24,931.31  | \$24,931.31  | \$24,931.31  | \$24,931.31  | \$24,931.31 |
| Lease Payment                      | Deferred          | \$80,350.90  | \$80,350.90  | \$80,350.90  | \$80,350.90  | \$80,350.90  | \$0.00      |
| Total Annual Payment               | Deferred          | \$105,282.21 | \$105,282.21 | \$105,282.21 | \$105,282.21 | \$105,282.21 | \$24,931.31 |

Use or disclosure of this proposal is subject to the restrictions on the cover page.

## 2.6 TERMS AND CONDITIONS

Pursuant to Section 6, subsection B of the Sourcewell Contract Number 042021-MOT, the following additional terms and conditions apply to this offering.

### Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Equipment, Products and Services; and

WHEREAS, Sourcewell (“Sourcewell”), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell’s cooperative purchasing contracts (“Participating Entities”); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein (the “Contract”); and

WHEREAS, pursuant to Article 6.B of the Contracts, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of Public Safety Equipment, Products and Services offered by Motorola to the Customer.

#### 1. Agreement.

- 1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

#### 2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

**“Contract Price”** or **“Fees”** means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

**“Confidential Information”** means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

**“Customer Data”** has the meaning given to it in the DPA.

**“Customer-Provided Equipment”** means components, including equipment and software, not provided by Motorola which may be used with the Products.

**“Data Processing Addendum”** or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

**“Delivery”** means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

**“Documentation”** means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

**“Equipment”** means hardware provided by Motorola.

**“Equipment Lease-Purchase Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

**“Integration Services”** means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

**“Licensed Software”** means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

**“Lifecycle Management Services”** or **“LMS”** means upgrade services as set out in the applicable Proposal.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

**“Motorola Data”** means data owned by Motorola and made available to Customer in connection with the Products;

**“Motorola Materials”** means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

**“Non-Motorola Materials”** means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (“**SOW**”), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (“**ATP**”); a “Payment” Form (Communications System purchase only); or a “System Acceptance Certificate” (Communications System only), depending on the Products purchased by Customer.

**“Products”** or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

**“Professional Services”** are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

**“Prohibited Jurisdiction”** means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

**“Services”** means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

**“Service Completion Date”** means the date of Motorola’s completion of the Services described in a Proposal.

**“Service Use Data”** has the meaning given to it in the DPA.

**“Site”** or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

**“Software-as-a-Service”** or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

**“Software System”** means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

**“Subscription”** means a recurring payment for Products, as set out in the Proposal.

**“Subscription Services”** or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

**“Term”** means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

### 3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

#### 3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle

Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

- 3.2.3. Service Proposals.** The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.
- 3.2.4. Service Completion.** Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.
- 3.2.5. Professional Services**
- 3.2.5.1. Additional Service Terms.** If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.
- 3.3. Additional Product Terms.** If the Products include one of the following Products or Product types, additional terms apply as found in the below links:  
[AI Terms](#)  
[Comparison Manager](#)  
[Data licensed from Motorola](#)  
[Drone related Products](#)  
[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)
- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or

individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

- 3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

#### 4. Term and Termination.

- 4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

- 4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

- 4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

- 4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

- 4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

- 4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer

has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

- 4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1. The Contract Price of \$494,485.50, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

**5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC (optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

**5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

**5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

**5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including

Use or disclosure of this proposal is subject to the restrictions on the cover page.

the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

## 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-

Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

## 7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS. SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and

workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

## **8. Indemnification.**

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer

cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

**8.2.1.** If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

**8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

**8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.

**8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer’s (or its service providers, agents, employees, or Authorized User’s) negligence or willful misconduct; and (d) Customer’s or its Authorized User’s breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola’s use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **9. Limitation of Liability.**

**9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “MOTOROLA PARTIES”), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO

OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **10. Confidentiality.**

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

## **11. Proprietary Rights; Data; Feedback.**

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **12. Acceptance**

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

## **13. Force Majeure; Delays Caused by Customer.**

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

## **14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original

intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

- 15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer: Bal Harbour PD, FL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Use or disclosure of this proposal is subject  
to the restrictions on the cover page.



December 2, 2025

BAL HARBOUR, FL

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #25788 are valid for contracts that are executed and returned on or before **December 26, 2025**. After **12/26/25**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC  
Attn: Jake Sanders / 44<sup>th</sup> Floor  
500 W. Monroe  
Chicago, IL 60661

***To help expedite the order process, I can work off a scanned copy with the originals to follow.  
Please scan prior to mailing & keep a copy for your records.***

Should you have any questions, please contact me at 201-482-9858.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
Jake Sanders

# LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address BAL HARBOUR, FL  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

2. Lessee County Location: \_\_\_\_\_

3. Federal Tax I.D. Number \_\_\_\_\_

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: \_\_\_\_\_

5. Equipment description that you would like to appear on your invoicing: \_\_\_\_\_

### Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

7. Payment remit to address: **Motorola Solutions Credit Company LLC**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**

Thank you

## EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 25788**

**LESSEE:**

**BAL HARBOUR, FL**  
655 96<sup>th</sup> Street  
Bal Harbour, FL 33154

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

**4. REPRESENTATIONS AND WARRANTIES.** Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. (or one of its wholly owned subsidiaries) pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same

may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the

Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and

other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on any date that is on or after the first anniversary of the Commencement Date by paying to Lessor an amount equal to the sum of: (i) all accrued and unpaid interest that has accrued prior to the prepayment date; and (ii) a lump sum prepayment amount equal to the total of the remaining unpaid principal portions of the Lease Payments. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**18.1 PARTIAL PAYMENT/PURCHASE OPTION** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$25,000. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested or sent electronically via email, to the other party at its address set forth herein or at such address as the party may provide in writing or electronically from time to time. If mailed, any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 26th day of December, 2025.

**LESSEE:**  
BAL HARBOUR, FL

**LESSOR:**  
**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Uygar Gazioglu

Title: \_\_\_\_\_

Title: Vice President & Treasurer

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the BAL HARBOUR, FL, an entity duly organized and existing under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25788**, between BAL HARBOUR, FL and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal of BAL HARBOUR, FL, hereto this

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_

(Signature of Secretary/Clerk)

## OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25788 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

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Attorney for BAL HARBOUR, FL

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                      25788  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25788** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and BAL HARBOUR, FL ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

| <b>QUANTITY</b>                   | <b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b> |
|-----------------------------------|---|
|                                   | Refer to attached Equipment List.                         |
|                                   |   |
|                                   |   |
|                                   |   |
| <b>Equipment Location:<br/>FL</b> |   |

**Initial Term: 61 Months**

**Commencement Date:      12/26/2025**

**First Payment Due Date:    1/1/2027**

**5 consecutive annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Lessee: BAL HARBOUR, FL

## Schedule B (Lease #25788)

Compound Period: Annual

Nominal Annual Rate: 5.280%

|   | Event   | Date       | Amount     | Number | Period | End Date |
|---|---------|------------|------------|--------|--------|----------|
| 1 | Loan    | 12/26/2025 | 344,897.64 | 1      |        |          |
| 2 | Payment | 1/1/2027   | 80,350.90  | 5      | Annual | 1/1/2031 |

|              | Date       | Payment    | Interest  | Principal  | Balance    |
|--------------|------------|------------|-----------|------------|------------|
| Loan         | 12/26/2025 |            |           |            | 344,897.64 |
| 1            | 1/1/2027   | 80,350.90  | 18,530.13 | 61,820.77  | 283,076.87 |
| 2            | 1/1/2028   | 80,350.90  | 14,946.46 | 65,404.44  | 217,672.43 |
| 3            | 1/1/2029   | 80,350.90  | 11,493.10 | 68,857.80  | 148,814.63 |
| 4            | 1/1/2030   | 80,350.90  | 7,857.41  | 72,493.49  | 76,321.14  |
| 5            | 1/1/2031   | 80,350.90  | 4,029.76  | 76,321.14  | 0.00       |
| Grand Totals |            | 401,754.50 | 56,856.86 | 344,897.64 |            |

INITIAL INSURANCE REQUIREMENT: \$344,897.64

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25788** to that Equipment Lease Purchase Agreement number **25788** will be maintained by **BAL HARBOUR, FL** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of local insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25788**, **BAL HARBOUR, FL**, hereby certifies that following coverage are or will be in full force and effect:

| Type                       | Amount | Effective Date | Expiration Date | Policy Number |
|----------------------------|--------|----------------|-----------------|---------------|
| Fire and Extended Coverage | _____  | _____          | _____           | _____         |
| Property Damage            | _____  | _____          | _____           | _____         |
| Public Liability           | _____  | _____          | _____           | _____         |

**Certificate shall include the following:**

**Description:** All Equipment listed on Schedule A number 25788 to that Equipment Lease Purchase Agreement number 25788. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25788 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
500 W Monroe  
Chicago, IL 60661

**If self insured, contact Motorola representative for template of self insurance letter.**

**STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 25788)**

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?
  
- 2.** Why is the equipment essential to the operation of **BAL HARBOUR, FL**?
  
- 3.** Does the equipment replace existing equipment?

If so, why is the replacement being made?

- 4.** Is there a specific cost justification for the new equipment?  
  
If yes, please attach outline of justification.

- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

General Fund  
- Have dollars already been appropriated for the Lease Payment? Yes -or- No  
- If yes, for what fiscal year(s) have appropriations been made? \_\_\_\_\_

Combination of Federal Grant funding supplemented by General Revenues  
- What fiscal year(s) is expected to be funded via federal grants: \_\_\_\_\_  
- What fiscal year(s) is expected to be funded via general revenues: \_\_\_\_\_  
- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

Other (please describe): \_\_\_\_\_

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**CERTIFIED LESSEE RESOLUTION (Lease# 25788)**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) *held on or before the execution date of the Lease*, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between BAL HARBOUR, FL (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

Under Internal Revenue Code section 149(e)  
See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

|   |            |  |  |
|---|------------|--|--|
| <b>Part I Reporting Authority</b>   |            | If Amended Return, check here <input type="checkbox"/>         |  |
| 1 Issuer's name<br><b>Bal Harbour, FL</b>   |            | 2 Issuer's employer identification number (EIN)                |  |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)                |            | 3b Telephone number of other person shown on 3a                |  |
| 4 Number and street (or P.O. box if mail is not delivered to street address)<br><b>655 96<sup>th</sup> Street</b>           | Room/suite | 5 Report number (For IRS Use Only)<br><b>3</b>                 |  |
| 6 City, town, or post office, state, and ZIP code<br><b>Bal Harbour, FL 33154</b>   |            | 7 Date of issue<br><b>12/26/2025</b>                           |  |
| 8 Name of issue<br><b>Equipment Lease Purchase Agreement 25788</b>  |            | 9 CUSIP number   |  |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) |            | 10b Telephone number of officer or other employee shown on 10a |  |

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

|   |                          |                |           |
|---|--------------------------|----------------|-----------|
| 11 Education  | 11                       |                |           |
| 12 Health and hospital  | 12                       |                |           |
| 13 Transportation   | 13                       |                |           |
| 14 Public safety  | 14                       | <b>344,897</b> | <b>64</b> |
| 15 Environment (including sewage bonds)                                     | 15                       |                |           |
| 16 Housing  | 16                       |                |           |
| 17 Utilities  | 17                       |                |           |
| 18 Other. Describe ▶  | 18                       |                |           |
| 19a If bonds are TANs or RANs, check only box 19a.....▶                     | <input type="checkbox"/> |                |           |
| 19b If bonds are BANs, check only box 19b.....▶                             | <input type="checkbox"/> |                |           |
| 20 If bonds are in the form of a lease or installment sale, check box.....▶ | <input type="checkbox"/> |                |           |

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

|    | (a) Final maturity date | (b) Issue price      | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield     |
|----|-------------------------|----------------------|---|-------------------------------|---------------|
| 21 | <b>1 / 1 / 2031</b>     | <b>\$ 344,897.64</b> | <b>\$ n/a</b>                           | <b>5</b> years                | <b>5.28 %</b> |

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

|   |    |  |  |
|---|----|--|--|
| 22 Proceeds used for accrued interest   | 22 |  |  |
| 23 Issue price of entire issue (enter amount from line 21, column (b))                      | 23 |  |  |
| 24 Proceeds used for bond issuance costs (including underwriters' discount)                 | 24 |  |  |
| 25 Proceeds used for credit enhancement   | 25 |  |  |
| 26 Proceeds allocated to reasonably required reserve or replacement fund                    | 26 |  |  |
| 27 Proceeds used to refund prior tax-exempt bonds. Complete Part V                          | 27 |  |  |
| 28 Proceeds used to refund prior taxable bonds. Complete Part V                             | 28 |  |  |
| 29 Total (add lines 24 through 28)  | 29 |  |  |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 |  |  |

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶ \_\_\_\_\_ years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶ \_\_\_\_\_ years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) .. ▶ \_\_\_\_\_

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

**Part VI Miscellaneous**

|  |            |  |                          |
|--|------------|--|--------------------------|
| <b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .  | <b>35</b>  |  |                          |
| <b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .   | <b>36a</b> |  |                          |
| <b>b</b> Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____   |            |  |                          |
| <b>c</b> Enter the name of the GIC provider ▶ _____  |            |  |                          |
| <b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .  | <b>37</b>  |  |                          |
| <b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:   |            |  |                          |
| <b>b</b> Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____   |            |  |                          |
| <b>c</b> Enter the EIN of the issuer of the master pool bond ▶ _____   |            |  |                          |
| <b>d</b> Enter the name of the issuer of the master pool bond ▶ _____  |            |  |                          |
| <b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶  |            |  | <input type="checkbox"/> |
| <b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶  |            |  | <input type="checkbox"/> |
| <b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:  |            |  |                          |
| <b>b</b> Name of hedge provider ▶ _____  |            |  |                          |
| <b>c</b> Type of hedge ▶ _____   |            |  |                          |
| <b>d</b> Term of hedge ▶ _____   |            |  |                          |
| <b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶   |            |  | <input type="checkbox"/> |
| <b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ |            |  | <input type="checkbox"/> |
| <b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶   |            |  | <input type="checkbox"/> |
| <b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____   |            |  |                          |
| <b>b</b> Enter the date the official intent was adopted ▶ (MM/DD/YYYY)   |            |  |                          |

|                               |   |                      |   |   |
|-------------------------------|---|----------------------|---|---|
| <b>Signature and Consent</b>  | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. |                      |   |   |
|                               | ▶ _____<br>Signature of issuer's authorized representative  | Date                 | ▶ _____<br>Type or print name and title |   |
| <b>Paid Preparer Use Only</b> | Print/Type preparer's name  | Preparer's signature | Date                                    | Check <input type="checkbox"/> if self-employed |
|                               | Firm's name ▶   | Firm's EIN ▶         |   | PTIN  |
|                               | Firm's address ▶  | Phone no.            |   |   |

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25788                      Lease Schedule A No. :        25788

## EQUIPMENT INFORMATION

| QUANTITY | MODEL NUMBER | EQUIPMENT DESCRIPTION  |
|----------|--------------|--|
|          |              | Equipment referenced in lease Schedule A# 25788. See Schedule A for a detailed Equipment List. |
|          |              |  |
|          |              |  |
|          |              |  |
|          |              |  |
|          |              |  |
|          |              |  |
|          |              |  |

LESSEE:

BAL HARBOUR, FL

By: \_\_\_to be completed after delivery\_\_\_

Date: \_\_\_\_\_

## **CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, Contractor agrees to:

- A.** Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- B.** Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Contractor's workpapers shall remain the sole property of Contractor, and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Contractor will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 [clerk@balharbourfl.gov](mailto:clerk@balharbourfl.gov) OR BY MAIL: Village of Bal Harbour – Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.**

## **INDEMNIFICATION**

Nothing in this Agreement shall be deemed to be treated as a waiver by the Village as a Participating Entity of any immunity in which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

## **E-VERIFY**

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin the required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Nongovernment Entity

Name: \_\_\_\_\_ ("Vendor")

Vendor

FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

—

City: \_\_\_\_\_ State:

\_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address:

\_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with the City of Aventura, Florida, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



**Solicitation Number: RFP #042021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

### **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

### 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

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

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with the following:

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

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

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for Products-Completed operations

\$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

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

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

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

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

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Motorola Solutions, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Carrie Hemmen*  
BCC52DFA8464445...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Carrie Hemmen

Title: Chief Procurement Officer

Title: MSSSI Territory Vice President & Director of Sales

/3/2021 | 8:47 AM CDT

/2/2021 | 3:56 PM CDT

Date: \_\_\_\_\_

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By: \_\_\_\_\_

Chad Coauette

Title: Executive Director/CEO

/4/2021 | 6:43 PM CDT

Date: \_\_\_\_\_

# RFP 042021 - Public Safety Communications Technology and Hardware Solutions

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## Vendor Details

Company Name: Motorola Solutions, Inc.  
Address: 500 W Monroe St  
Ste 4400  
Chicago, IL 60661  
Contact: Lane Feingold  
Email: lane.feingold@motorolasolutions.com  
Phone: 720-338-7624  
HST#: 36-1115800

## Submission Details

Created On: Tuesday March 30, 2021 21:05:37  
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Submitted By: Lane Feingold  
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Transaction #: a493650e-28b5-493e-a11e-7305bc7e532a  
Submitter s IP Address: 140.101.167.250

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (and applicable d/b/a, if any):  | Motorola Solutions, Inc.  |
| 2         | Proposer Address:  | 500 W. Monroe, Chicago IL 60661   |
| 3         | Proposer website address:  | <a href="https://www.motorolasolutions.com/">https://www.motorolasolutions.com/</a>   |
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone)<br>The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Carrie Hemmen<br>Territory Vice President & Director of Sales<br>500 W. Monroe, Chicago IL 60661<br>carrie.hemmen@motorolasolutions.com<br>602-319-2355   |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Lane Feingold<br>Senior Account Manager<br>7237 Church Ranch Blvd, Ste 406<br>Westminster, CO 80021<br>lane.feingold@motorolasolutions.com<br>720-338-7624  |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Tracy Loudenslager<br>MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations<br>tracy.loudenslager@motorolasolutions.com<br>410-952-0743<br><br>Joe Fick<br>Senior Account Manager<br>joe.fick@motorolasolutions.com<br>951-395-3463 |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |  |   |
|----|--|---|
| 7  | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.   | <p>Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security &amp; analytics, and managed &amp; support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline.</p> <p>We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.</p> <p>For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications.</p> <p>In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.</p> |
| 8  | What are your company's expectations in the event of an award?   | If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.  |
| 9  | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.   | <p>You can find our Quarterly Earning and other financial information at <a href="https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx</a>.</p> <p>Motorola Solutions Annual reports from 2010 to the present can be found here: <a href="http://investors.motorolasolutions.com/AnnualReports">http://investors.motorolasolutions.com/AnnualReports</a></p>  |
| 10 | What is your US market share for the solutions that you are proposing?   | "Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at <a href="http://www.sec.gov">www.sec.gov</a> or on our website, <a href="https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx</a> "   |
| 11 | What is your Canadian market share for the solutions that you are proposing?   | We are not including Canada as a part of this RFP Response.   |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: <a href="http://investors.motorolasolutions.com/Docs">http://investors.motorolasolutions.com/Docs</a>  |
| 13 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals</p> | <p>Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States.</p> <p>The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers.</p> <p>The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team</p>  |

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification

ASTRO 25® Subscriber Portfolio Overview

ASTRO 25® IV&D System Overview

Introduction to R56

Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification

MCC7000 Console Maintenance Certification

ASTRO 25® Repeater Site Lifecycle Maintenance Certification

ASTRO 25® Simulcast Site Lifecycle Maintenance Certification

ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

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| <p>14</p> | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> | <p>Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role.</p> <p>Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field:</p> <p>Training Classes to Track:<br/>         Antenna System Analysis (SRV2012)<br/>         Astro Ethernet Testing<br/>         Astro Networking I<br/>         Astro Firewalls/CEN<br/>         End-to-End Audio<br/>         Link Verification<br/>         LMR Master Basics<br/>         Network+ Bootcamp<br/>         Passive Intermodulation<br/>         R56 Installer/Auditor (NST9257)<br/>         Security+ Bootcamp<br/>         Signal Investigation Techniques</p> <p>CompTIA Certifications:<br/>         CompTIA Network+<br/>         CompTIA Security+</p> <p>ETA Certifications:<br/>         Antenna System Analysis (ASA)<br/>         APX Radio Technician (APX)<br/>         Associate (CETa)<br/>         Astro 25 RF Site Preventative Maintenance A25-SPM)<br/>         Certified Service Manager (CSM)<br/>         Communication Site Inspector / Auditor CSIA)<br/>         Communication Site Installer (R56)<br/>         Computer Service Technician (CST)<br/>         Customer Service Specialist (CSS)<br/>         Data Cabling Installer (DCI)<br/>         Industrial Electronics (IND)<br/>         Information Technology Security (ITS)<br/>         General Communications Technician I GCT1)<br/>         General Communications Technician II GCT2)<br/>         GTR 8000 P25 RF Site Performance Verification (GTR-SPV)<br/>         GTR 8000 Repeater Site Technician (GTT)<br/>         Master CET (CETma)<br/>         Master Specialty (CETms(RF or IT))<br/>         M Core Technician (MCT 7.x)<br/>         Microwave Radio Technician (MRT)<br/>         Mobile Communications and Electronics Installer (MCEI)<br/>         Network Computer Technician (NCT)<br/>         Network Systems Technician (NST)<br/>         PIM<br/>         RADAR (RAD)</p> <p>RF Signal Investigation Techniques (RFSIT)<br/>         T1 Link Verification (T1LV)<br/>         Telecommunications (TCM)<br/>         Wireless (USMSS/TRN/WCN)<br/>         Wireless Network Technician (WNT)</p> |
| <p>15</p> | <p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>  | <p>Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.</p>   |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 16        | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>Company:</p> <p>Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength.</p> <p>Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021</p> <p>The Wall Street Journal Management Top 250, No. 108, 2020</p> <p>Bloomberg 50 Companies to Watch in 2020, 2019</p> <p>Government Technology GovTech 100, 2021</p> <p>Employer:</p> <p>We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees.</p> <p>Forbes America's Best Large Employers, 2021</p> <p>FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021</p> <p>Built In 100 Best Large Companies to Work For, 2021</p> <p>Built In Chicago 100 Best Places to Work in Chicago, 2021</p> <p>Human Rights Campaign Corporate Equality Index, 2021</p> <p>ComputerWorld Best Places to Work in IT, 2020</p> <p>Fast Company's 100 Best Workplaces for Innovators, 2020</p> <p>Forbes America's Best Employers for Diversity, 2020</p> <p>Disability Equality Index Best Places to Work, 2020</p> <p>Bloomberg Gender Equality Index, 2019</p> <p>WayUp Top 100 U.S. Internship Programs, 2019</p> <p>Corporate Responsibility:</p> <p>We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment.</p> <p>Barron's 100 Most Sustainable Companies, No. 19, 2020</p> <p>Newsweek America's Most Responsible Companies, 2021</p> <p>The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020</p> <p>Innovation:</p> <p>Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation.</p> <p>Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT</p> <p>APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020</p> <p>iF Design Award, 20 awards since 2009</p> <p>Red Dot Design Award, 19 awards since 2008</p> <p>Australia Good Design Award, 19 awards since 2009</p> <p>Japan Good Design Award, 3 awards since 2014</p> <p>International Design Excellence Awards, 14 awards since 1996</p> <p>Chicago Athenaeum Good Design Awards, 5 awards since 2014</p> <p><a href="https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html">https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html</a></p> |

|    |  |   |   |
|----|--|---|---|
| 17 | What percentage of your sales are to the governmental sector in the past three years   | "Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at <a href="http://www.sec.gov">www.sec.gov</a> or on our website, <a href="https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx</a> " | * |
| 18 | What percentage of your sales are to the education sector in the past three years  | "Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at <a href="http://www.sec.gov">www.sec.gov</a> or on our website, <a href="https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx">https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx</a> " | * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.   | * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Motorola Solutions does not have a direct GSA contract for Radio Products.  | * |

#### Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name *           | Contact Name *           | Phone Number * |   |
|-------------------------|--------------------------|----------------|---|
| Hennepin County, MN     | Sheriff David Hutchinson | 612-348-3744   | * |
| City of New Orleans, LA | Ross Bourgeois           | 504-658-3930   | * |
| City of Aurora, CO      | Tracey Kent              | 303-326-8182   | * |

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

| Entity Name       | Entity Type * | State / Province * | Scope of Work *                            | Size of Transactions * | Dollar Volume Past Three Years * |   |
|-------------------|---------------|--------------------|--|------------------------|----------------------------------|---|
| Name not included | Government    | New York - NY      | Project 25 (P25) radio system and services | Various                | 122,100,100                      | * |
| Name not included | Government    | North Dakota - ND  | Project 25 (P25) radio system and services | Various                | 94,100,000                       | * |
| Name not included | Government    | Michigan - MI      | Project 25 (P25) radio system and services | Various                | 72,500,000                       | * |
| Name not included | Government    | Arizona - AZ       | Project 25 (P25) radio system and services | Various                | 71,100,000                       | * |
| Name not included | Government    | Arkansas - AR      | Project 25 (P25) radio system and services | Various                | 63,500,000                       | * |

**Table 6: Ability to Sell and Deliver Service**

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

| Line Item | Question  | Response *   |   |
|-----------|---|--|---|
| 23        | Sales force.  | Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.   | * |
| 24        | Dealer network or other distribution methods.   | Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.  | * |
| 25        | Service force.  | Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13  | * |
| 26        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.</p> <p>Centralized Managed Support Operations<br/>The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.</p> <p>The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors.<br/>The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.</p> <p>The CMSO coordinates with the field service organization that will serve the Customer locally.</p> <p>Customer Support Manager</p> | * |

|    |  |  |   |
|----|--|--|---|
|    |  | <p>A Motorola Solutions Customer Support Manager “CSM”) will be the Customer’s key point of contact for defining and administering services. The CSM’s initial responsibility is to create the Customer Support Plan (“CSP”) in collaboration with the Customer.</p> <p>The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.</p> <p>The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.</p> <p><b>Repair Depot</b><br/>The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.</p> <p><b>MyView Portal</b><br/>Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:</p> <ul style="list-style-type: none"> <li>• Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.</li> <li>• Network Hardware Repair: Track return material authorizations (“RMA”) shipped to Motorola Solutions’ repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.</li> <li>• Security Update Service: View available security updates. Access available security update downloads.</li> </ul> <p>• Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.</p> <p>The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.</p> <p><b>Quality Team</b><br/>Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary.</p> <p style="text-align: right;">We have also included the Mission Critical Operations white paper in our attachments for additional information.</p> <p><b>Response Times</b><br/>Response Times vary depending on the product or system in question, but are in line with the requirements of our customer’s expectations.</p> |   |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.   | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.            | We are not including Canada as a part of this RFP response.  | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.         | We will not be serving any part of Canada within this RFP response.  | * |

|    |  |   |   |
|----|--|---|---|
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Within the United States, we will be fully serving all Federal, State, and local government and education entities.   | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories. | * |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 32        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcewell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcewell.  | * |
| 33        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.   | * |
| 34        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | While it would be great for Sourcewell to market the vendors that are awarded contracts, we do understand that Sourcewell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcewell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcewell, we will discuss that by joining Sourcewell they will have a contracting vehicle in place that is already competitively bid and priced. | * |
| 35        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.  | * |

**Table 8: Value-Added Attributes**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 36        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.                                     | Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: <a href="https://learning.motorolasolutions.com/">https://learning.motorolasolutions.com/</a>   |
| 37        | Describe any technological advances that your proposed products or services offer.  | <p>For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward.</p> <p>The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.</p> |
| 38        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | Please find attached the 2019 Corporate Responsibility Report  |
| 39        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Please find attached the 2019 Corporate Responsibility Report  |
| 40        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.  |
| 41        | What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?  | Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.   |

**Table 9: Warranty**

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

| Line Item | Question  | Response *  |
|-----------|---|---|
| 42        | Do your warranties cover all products, parts, and labor?  | Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.  |
| 43        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | Warranty does not cover products that fail as a result of liquid, lightning or physical damage.   |
| 44        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.   |
| 45        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.  |
| 46        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us. |
| 47        | What are your proposed exchange and return programs and policies?   | Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.  |
| 48        | Describe any service contract options for the items included in your proposal.  | Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.  |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 49        | What are your payment terms (e.g., net 10, net 30)?   | Net 30   |
| 50        | Describe any leasing or financing options available for use by educational or governmental entities.  | We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.  |
| 51        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | <p>For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&amp;Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&amp;Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts.</p> <p>Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.</p> |
| 52        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?  | Yes we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-Card.  |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 53        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                               | The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response. |
| 54        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.  |
| 55        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts or system incentives may be applied based on the size and scope of the opportunity.   |
| 56        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.   |
| 57        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | We have included all components needed for an acquisition within the pricing categories and discounts provided.  |
| 58        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.  |
| 59        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.   |
| 60        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We have no unique distribution and/or delivery methods or options.   |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 61        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Please find our pricing details in the attachments |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 62        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | <p>To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members.</p> <p>For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&amp;Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&amp;Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts.</p> <p>Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.</p> |
| 63        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Total sales in US dollars per category   |
| 64        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | We are proposing a 1% admin fee that will be calculated off of total sales under this contract.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 65        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes.</p> <p>Land Mobile Radio Systems, Solutions, and Serices<br/> Mobile and Portable radios and accessories<br/> Base Stations and accessories<br/> Radio Dispatch Consoles<br/> Interoperability Solutions<br/> Fire Station Alerting Solutions and Services<br/> Broadband Wireless Infrastructure and Subscribers<br/> Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators)<br/> Broadband and LTE Communication Equipment<br/> Radio, Broadband, and LTE Implementation and Maintenance Services</p> |
| 66        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | We have no sub-categories. All categories of equipment, products, and services are listed above   |

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 67        | Fire or EMS station alerting or paging systems                    | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.   |
| 68        | Connectivity and interoperability devices, hardware and equipment | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems. |
| 69        | Airborne, marine, and underwater communication systems            | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | No.   |
| 70        | Services related to lines 67, 68 and 69 above                     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.  |

**Table 15: Industry Specific Questions**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 71        | Describe the interoperability of your products and services with other equipment, software, and systems, as applicable            | Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).  |
| 72        | Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.) | Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs.<br><br>We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene. |
| 73        | Describe how your products and services conform to applicable industry standards and required specifications.                     | The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - <a href="http://www.project25.org/">http://www.project25.org/</a> , Digital Mobile Radio (DMR) - <a href="https://www.dmrassociation.org/dmr-standards.html">https://www.dmrassociation.org/dmr-standards.html</a> , and Citizens Broadband Radio Service (CBRS) standards - <a href="https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&amp;mc=true&amp;node=pt47.5.96&amp;rgn=div5">https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&amp;mc=true&amp;node=pt47.5.96&amp;rgn=div5</a> .  |
| 74        | Describe your use of installation or service partners, if applicable.   | Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.   |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Financial Strength and Stability (optional)
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Pricing](#) - Sourcewell RFP 042021 Pricing.pdf - Monday April 19, 2021 18:16:04
  - [Upload Additional Document](#) - Sourcewell RFP 042021 Proposal Document.pdf - Monday April 19, 2021 18:19:49

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_8_PS_Communications_Tech_RFP_042021</b><br>Tue April 13 2021 04:33 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_7_PS_Communications_Tech_RFP_042021</b><br>Mon April 12 2021 06:55 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_6_PS_Communications_Tech_RFP_042021</b><br>Wed April 7 2021 06:45 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_5_PS_Communications_Tech_RFP_042021</b><br>Mon April 5 2021 08:18 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_4_PS_Communications_Tech_RFP_042021</b><br>Thu April 1 2021 03:59 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_PS_Communications_Tech_RFP_042021</b><br>Thu March 25 2021 08:23 AM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_PS_Communications_Tech_RFP_042021</b><br>Mon March 8 2021 01:20 PM  | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_1_PS_Communications_Tech_RFP_042021</b><br>Fri March 5 2021 12:57 PM  | <input checked="" type="checkbox"/>                                | 2     |



# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION SETTING THE VILLAGE COUNCIL MEETING DATES FOR THE 2026 CALENDAR YEAR.**

### Issue:

Should the Council approve the Resolution setting meeting dates for calendar year 2026?

### The Bal Harbour Experience:

- Beautiful Environment     Safety     Modernized Public Facilities/Infrastructure  
 Destination & Amenities     Unique & Elegant     Resiliency & Sustainable Community  
 Other: Section 22 of the Village Charter requires the Village Council meet at least once each month, with the exception of August.

### Item Summary / Recommendation:

Section 22 of the Village Charter requires that the Village Council meet at least once each month, with the exception of August. For several years, the Village Council has opted to meet on the third Tuesday of each month at 6:30 p.m.

Should it be the Council's pleasure to continue this practice, there is one scheduling conflict in 2026 to consider. I would request the council consider scheduling the October meeting to October 27<sup>th</sup> instead of the normal 3<sup>rd</sup> Tuesday (October 20<sup>th</sup>) as I would otherwise have a scheduling conflict that would make it difficult for me to attend. Therefore, it is recommended that the Council meet on the following Tuesday, October 27, 2026.

As in prior years, two meetings are required in September for the adoption of the fiscal year budget. The September 15 meeting will serve as both the regular Village Council meeting and the Second Budget Hearing, while the First Budget Hearing is tentatively scheduled for September 8, pending confirmation of the Miami-Dade County and Miami-Dade County Public Schools budget hearing dates.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

|  | Amount | Account | Account # |
|--|--------|---------|-----------|
|  | X      | X       | X         |

### Sign off:

|  | Chief Financial Officer | Village Manager   |
|--|-------------------------|---|
|  | Claudia Dixon           | Jorge M. Gonzalez   |
|  |                         |  |

# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: December 9, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING THE COUNCIL MEETING DATES FOR THE 2026 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Section 22 of the Village Charter requires that the Village Council meet at least once each month, with the exception of August. For several years, the Village Council has opted to meet on the third Tuesday of each month at 6:30 p.m.

Should it be the Council's pleasure to continue this practice, there is one scheduling conflict in 2026 to consider. I would request the council consider scheduling the October meeting to October 27 instead of the normal 3<sup>rd</sup> Tuesday (October 20) as I would otherwise have a scheduling conflict that would make it difficult for me to attend. Therefore, it is recommended that the Council meet on the following Tuesday, October 27, 2026.

As in prior years, two meetings are required in September for the adoption of the fiscal year budget. The September 15 meeting will serve as both the regular Village Council meeting and the Second Budget Hearing, while the First Budget Hearing is tentatively scheduled for September 8, pending confirmation of the Miami-Dade County and Miami-Dade County Public Schools budget hearing dates.

The 2026 schedule also includes the Council's Annual Retreat on February 26-27, the Mini Retreat on July 31, and the Induction Ceremony on November 16.

### **THE BAL HARBOUR EXPERIENCE**

Section 22 of the Village Charter requires that the Village Council meet at least once each month, except for August which is considered Summer Recess.

**CONCLUSION**

The following dates have been selected for the council meeting dates for 2026 after general discussion and consensus by the Village Council. I, therefore, recommend approval of this item.

Monthly Village Council Meetings 2026

- |                     |                 |                    |
|---------------------|-----------------|--------------------|
| • January 20, 2026  | May 19, 2026    | September 15, 2026 |
| • February 17, 2026 | June 16, 2026   | October 27, 2026   |
| • March 17, 2026    | July 21, 2026   | November 17, 2026  |
| • April 21, 2026    | (August Recess) | December 15, 2026  |

First Budget Hearing

- September 8, 2026 (Tentative)

Second Budget Hearing

- September 15, 2026

Induction Ceremony

- November 16, 2026

Annual & Mini Retreat

- February 26-27, 2026 - Council Retreat - (Thursday & Friday)
- July 31, 2026 - Mini Retreat - (Friday)

Attachments:

1. 2026 Calendar of Meeting Dates

RESOLUTION NO. 2025-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING COUNCIL MEETING DATES FOR THE 2026 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 22 of the Village Charter requires that the Village Council meet at least once each month, except for August; and

**WHEREAS**, last year the Village Council opted to meet the third Tuesday of each month at 6:30 p.m.; and

**WHEREAS**, the Village Council desires to continue meeting the third Tuesday of each month for 2026 at 6:30 p.m.; and

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1.** **Recitals Adopted.** That the above stated recitals are hereby adopted and confirmed.

**Section 2.** **Setting Village Council 2026 Meeting Dates.** The Village Council Meeting dates for the 2026 calendar year will be the third Tuesday of each month at 6:30 p.m., except that no regular Council meeting shall be held in August (August Recess), and the October 2026 meeting shall be held on the fourth Tuesday, October 27, 2026.

**Section 3.** **Implementation.** The Village Manager is hereby authorized to take any actions necessary to implement the purposes of this Resolution. Any changes to the Council meeting dates for the 2026 calendar year may be approved by motion of the Village Council.

**Section 4. Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 9<sup>th</sup> day of December, 2025.



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Mayor Seth E. Salver

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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Village Attorney  
Weiss Serota Helfman Cole & Bierman P.L.

## JANUARY

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
|    | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

## FEBRUARY

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
|    | 24 | 25 | 26 | 27 | 28 |    |

## MARCH

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 |    |    |    |    |    |

## APRIL

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 |    |    |    |

## MAY

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

## JUNE

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |    |    |    |    |    |

## JULY

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |

## AUGUST

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 |    |    |    |    |    |    |

## SEPTEMBER

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 |    |    |    |

## OCTOBER

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

## NOVEMBER

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 |    |    |    |    |    |    |

## DECEMBER

| M  | T  | W  | T  | F  | S  | S  |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |

## JANUARY

|  |
|--|
| 1st • New Years Day                      |
| 19th • Dr. Martin Luther King's Birthday |

## FEBRUARY

|                                       |
|---------------------------------------|
| 16th • Presidents Day                 |
| 26th & 27th • Village Council Retreat |

## MARCH

|                   |
|-------------------|
| 2nd - 3rd • Purim |
|-------------------|

## APRIL

|                      |
|----------------------|
| 1st - 9th • Passover |
|----------------------|

## MAY

|                       |
|-----------------------|
| 25th • Memorial Day   |
| 21st - 23rd • Shavuot |

## JUNE

|                   |
|-------------------|
| 19th • Juneteenth |
|-------------------|

## JULY

|   |
|---|
| 4th • Independence Day - closed the 3rd |
| 31st • Mini Council Retreat             |

## AUGUST

|                |
|----------------|
| Council Recess |
|----------------|

## SEPTEMBER

|                             |
|-----------------------------|
| 7th • Labor Day             |
| 8th • First Budget Hearing  |
| 11th - 13th • Rosh Hashanah |
| 20th - 21st • Yom Kippur    |

## OCTOBER

|                                       |
|---------------------------------------|
| September 25th - October 2nd • Sukkot |
| 2nd - 4th • Shmini Atzeret/Simchat    |

## NOVEMBER

|                            |
|----------------------------|
| 11th • Veterans Day        |
| 16th • Induction Ceremony  |
| 26th & 27th • Thanksgiving |

## DECEMBER

|                       |
|-----------------------|
| 4th - 12th • Chanukah |
| 25th • Christmas Day  |

- Proposed Village Council Meeting Dates
- Mini & Regular Council Retreat Dates
- Tentative Second Budget Date
- Holidays - Village Hall Open Dates

- Weekend Dates
- Village Hall Observed Holidays
- Village Election Date
- Village Induction Date

# BAL HARBOUR

- VILLAGE -

## MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk *OSD*

DATE: December 3, 2025

RE: Lobbyist Registration Report

| Name of Lobbyist     | Principal Represented               | Date Registered |
|----------------------|-------------------------------------|-----------------|
| Carter McDowell      | LK Hotel, LLC                       | 01/01/25        |
| Nicholas Noto        | Carlton Terrace Owner               | 01/15/25        |
| Thomas Robertson     | LK Hotel, LLC                       | 01/15/25        |
| Caroline Travis      | Bal Harbour Shops LLC               | 01/16/25        |
| Ivor Nicholas Massey | Bal Harbour Shops LLC               | 01/16/25        |
| Benjamin Elias       | Bal Harbour Shops LLC               | 01/16/25        |
| Ian DeMello          | Mathew Whitman Lazenby              | 01/22/25        |
| John Shubin          | Mathew Whitman Lazenby              | 01/22/25        |
| Eitan Zimmerman      | Bal Harbour Civic Association, Inc. | 02/24/25        |
| Rita Collins         | Bal Harbour Civic Association, Inc. | 02/24/25        |
| Neca Logan           | Bal Harbour Civic Association, Inc. | 02/24/25        |
| Wesley Hevia         | Richard & Robin Alman               | 10/20/25        |
|                      |                                     |                 |

